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1386 COMMISSION'S EXHIBIT NO. 5.

Minutes of Special Meeting of Board of Directors of National Lead Company held at No. 100 William Street, New York, on Thursday, December 11, 1902 at 11 A. M.

Present:

Messrs. L. A. Cole
J. A. Stevens
J. L. McBirney
R. P. Rowe
E. F. Beale
A. P. Thompson
G. O. Carpenter
F. W. Rockwell
E. C. Goshorn

The time of the meeting was taken up in discussing the advisability of entering into a contract for the purchase of properties and businesses of a number of concerns engaged in the manufacture of lead and kindred products.

On motion, the meeting was adjourned until the following day at 10 A. M.

Charles Davison,
Secretary.

Minutes of Adjourned Special Meeting of Board of Directors of National Lead Company held at No. 100 William Street, New York, on Friday, December 12, 1902, at 10 A. M.

Present:

Messrs. L. A. Cole
J. A. Stevens
J. L. McBirney
R. P. Rowe
E. F. Beale
A. P. Thompson
G. O. Carpenter
F. W. Rockwell
E. C. Goshorn

The principal part of the time was again consumed in discussing the contract referred to in minutes of meeting held the previous day.

1387 On separate motions, the following resolutions were each unanimously adopted, the roll being called in both cases:

Resolved, That the officers of this company be authorized to execute and deliver an agreement between this company and Messrs. T. F. Ryan, Daniel Guggenheim and H. H. Rogers, which said agreement is in words and figures following:

This Agreement made this ..... day of ....., 1902 between ....., parties of the first part and National Lead Company, a corporation of the State of New Jersey, party of the second part, Witnesseth:

Whereas, the said parties of the first part have acquired or control by purchase or option to purchase the properties and businesses of the following concerns engaged in the manufacture of lead products and kindred products:

Name of Concern	Located At
Hoyt Metal Company	St. Louis
Chadwick-Boston Lead Company	Boston
Tatham & Bros.	New York
Tatham & Bros.	Philadelphia
Gibson & Price Mfg. Co.	Cleveland, O.
James Robertson Mfg. Co.	Baltimore
Raymond Lead Co.	Chicago
E. W. Blatchford Mfg. Co.	Chicago
Lawrence Shot Lead Company.	Omaha, Neb.
Markle Bros.	E. St. Louis, Ill.
American Shot & Lead Company New York, Cincinnati,	St. Louis, Mo.
Kahn Bros. & Co.	New York
Thomas W. Spark	Philadelphia
Ronalds, Johnson & Co.	Brooklyn
L. M. Ramsey Mfg. Co.	St. Louis
N. O. Nelson	St. Louis
W. J. Matheson & Co., Ltd.	New York
Wetherill & Bro.	Philadelphia
N. Z. Graves & Co.	Philadelphia
McDougall White Lead Co.	Buffalo, N. Y.
Sterling White Lead Co.	Pittsburgh, Pa.
The Davis Lead Co.	Pittsburgh, Pa.
Gebhart White Lead Co.	Dayton, O.
1388 The Eagle White Lead Co.	Cincinnati, O.

Carter White Lead Company
Chicago and Omaha
Hammar Bros. White Lead Company
St. Louis, Mo.
Union Lead & Oil Company Brooklyn, N. Y.
and

Whereas, the said party of the second part is now engaged in the manufacture of lead and kindred products and desires to enlarge its business:

Now, Therefore, in consideration of the premises and of the sum of One dollar by each party to the other in hand paid, the receipt of which is hereby acknowledged, the parties hereto covenant and agree as follows:

I. The parties of the first part agree to sell, convey and deliver or cause to be sold, conveyed and delivered unto the party of the second part the aforesaid properties and businesses as going concerns, including the good will and all property and rights, real and personal, of every description of said concerns, and each of them, as the same existed on the first day of July, 1902, with such changes as have since occurred in the ordinary course of business, together with all accretions and additional property acquired by said concerns, or any of them, between said date and the date of the consummation of the sale contemplated in this agreement (except that in the case of the aforesaid Ronaldo, Johnson & Co., of Brooklyn, N. Y., L. M. Rumsey Mfg. Co. of St. Louis, and N. O. Nelson of St. Louis, the good will, machinery and fixtures only are to be sold and delivered) also all the shares of capital stock of such of the aforesaid concerns as are incorporated (except in the case of the said Union Lead & Oil Company of Brooklyn, N. Y. whose capital stock is not to be delivered). The said properties and businesses are to be sold and delivered free and clear of any and all liens or encumbrances of any nature or description, except an obligation of $150,000 for the purchase price of property occupied by the said Union Lead & Oil Company, which said obligation is to be assumed by the party of the second part.

II. The parties of the first part agree that the titles of the aforesaid concerns to their respective properties may be examined under the supervision of counsel of the party of the second part and that the reasonable expense of such examination and certification of said title shall be borne by the parties of the first part.

1389 III. The party of the second part agrees (subject to and conditioned upon the assen' of its stockholders) to purchase from the parties of the first part the aforesaid properties and businesses, and to pay therefor $17,000,000 in par value of 5% debenture bonds and $15,000,000 in par value of the common capital stock of said party of the second part, when and after the assent of the stockholders of the party of the second part to such purchase and to the increase of capital stock and issue of stock and debentures required to complete the same shall have been obtained.

IV. In case the parties of the first part shall find it impracticable to deliver within six months after January 1, 1903, the property and business of Wetherill & Bro. of Philadelphia, or the property and business of the aforesaid Eagle White Lead Company of Cincinnati or the property and business of Hammar Bros. White Lead Company of St. Louis, they shall not be required to do so, but in that case there shall be deducted from the aforesaid purchase price $706,000 in par value of said debenture bonds for the said Wetherill & Bro., $2,353,000 in par value of said debenture bonds for the said Eagle White Lead Company and $529,000 in par value of said debenture bonds for the said Hammar Bros. White Lead Company.

V. The parties of the first part agree to procure from each of the individuals composing the aforesaid concerns and from each of the officers and directors of such of said concerns as are incorporated and from said Union Lead & Oil Company an agreement satisfactory in form and effect to the party of the second part that neither of them will, except as manager or director or employee of the party of the second part or of some branch of its business carry on or be engaged or interested or permit their respective names to be used directly or indirectly in any business which could compete with the business heretofore carried on by their respective concerns, or the business to be hereafter carried on by the party of the second party, for the period of fifteen years from the date of this agreement in any part of the United States of America except ..... without the written consent of the party of the second part.

VI. The parties of the first part agree, upon the consummation of the sale contemplated in this agreement,
1390 to pay to the party of the second part the sum of $6,500,000 in cash, provided all said properties and businesses are delivered, in the event that the properties

and businesses of the said Wetherill and Bro. cannot be delivered $300,000 is to be deducted from said payment in cash, if the said properties and business of the Eagle White Lead Company cannot be delivered the sum of $900,000 is to be deducted from said payment in cash, and if the said properties and business of the Hammar Bros. White Lead Company cannot be delivered the sum of $200,000 is to be deducted from said payment in cash. The parties of the first part shall be credited as part of such payment with the amount of net quick assets (exclusive of tools, implements, animals, vehicles, materials or tools or implements in use or which have been used) of the concerns whose properties and businesses are sold and delivered to the party of the second part. For the purpose of ascertaining the amount of such net quick assets, in every case where they are not mutually agreed upon by the parties hereto, the same shall be appraised by ....., certified accountants, whose certificate as to such amount shall be final and binding upon both parties, for the purposes of this agreement. In making such appraisal said accountants shall estimate raw materials at their market price at the date of transfer, and raw materials in process of manufacture at their actual cost at the several stages of such manufacture. In all cases where accounts and bills receivable are included among said quick assets the payment thereof at maturity shall be guaranteed by the parties of the first part.

VII. The party of the second part shall pay to the parties of the first part, in addition to the considerations already mentioned, the further sum of $1,000 in par value of the aforesaid debenture bonds for each one cent of saving per ton effected in the manufacture of white lead by the Union White Lead & Oil Company's process, as compared with the process in use at the Jewett Works of the party of the second part on Staten Island, provided, however, that the product of said Union White Lead & Oil Company's process proves to be of equal commercial value with that of the product of the said process in use by the party of the second part; the comparison to be made over a period of six months, commencing ..... under conditions to be mutually agreed upon by the parties hereto.

The amount of said savings, if any, shall in case of disagreement, be ascertained by three arbitrators, one
1391 selected by the parties of the first part, one selected by the party of the second part, and the third chosen by the two so selected.

VIII. The sale and transfer contemplated by this agreement shall be consummated on or before January 1st, 1903, provided the assent of the stockholders of the party of the second part shall theretofore have been obtained. But in case it shall not have been possible to complete the examination of the titles of said concerns by said date, such further time shall be allowed as shall be reasonably necessary to complete such examination.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals, and the party of the second part has caused its corporate seal to be hereunto affixed and these presents to be signed by its .... the day and year first above written.

Resolved, That the following actions of the Executive Committee be and are hereby approved and confirmed:

Appropriating $6,000 for repairs to corroding houses at Southern Works, Chicago, to be charged to Repairs as cost is incurred.

Appropriating $1,000 for cost of erecting storage tank for water, about 20,000 gallons capacity, at Southern Works, St. Louis.

On motion, the meeting then adjourned.

Charles Davison,
Secretary.

1392 COMMISSION'S EXHIBIT NO. 6.

Minutes of Adjourned Regular Meeting of Board of Directors of National Lead Company held at No. 100 William Street, New York, on Thursday, January 22, 1903, at 11 A. M.

Present:

Messrs. L. A. Cole
J. A. Stevens
R. R. Colgate
R. P. Rowe
G. O. Carpenter
A. P. Thompson
E. F. Beale
F. W. Rockwell

The minutes of meetings held November 20, December 11, 12 and 18, 1902, and January 15, 1903, were read and duly approved.

President Cole officially notified the Board of the death of the Treasurer Joseph L. McBirney on December 24, 1902, and on motion appointed the following Committee to draft resolutions expressing the sentiments of the Board:

F. W. Rockwell, Chairman
E. F. Beale
J. A. Stevens

On separate motions, the following resolutions were each unanimously adopted, the roll being called in each case:

Resolved, That the following actions of the Executive Committee be and are hereby approved and confirmed:

Authorizing sale to Cass & Daly of a plot of ground 140 x 285 ft. at Salem, Mass. for the sum of $5,000.

Appropriating $650 for cost of hydraulic pump at Eckstein Works to be charged to Repairs during 1903 in equal monthly amounts.

Appropriating $4000 for cost of 4 new corroding houses at the Eckstein Works.

Authorizing the following completed C. & R. Ac-
1393 counts to be charged to Maintenance Account on December 31, 1902:

Atlantic Branch.

No. 169—	2,217.35	One hand furnace and repairing German furnace at Bradley Works.
No. 174—	5,346.99	Dock at Crooke Works.
No. 176—	1,977.50	Re-building Stacks at Jewett Works.
	$9,541.84	In all.

John T. Lewis & Bros. Co.

No. 166—$3,535.55 Cost of erecting tan Sheds.

Resolved, That the net amount of $5,652.85 credited to Plant Investment during the year ending December 31, 1902, as per detail below, be and is hereby approved and confirmed:

Cr.

Net Proceeds from Sale of Davis-Chambers property by the National Lead & Oil Co. of Pa.	49,476.00
Sale of a strip of land by the St. Louis S. & R. Co. to the St. Louis Branch	375.00
Sale of old engine &c. from Anchor W. L. Works	300.00
Sale of old boilers &c. from Maryland W. L. Works	165.52
	$50,316.52

Dr.

Maryland W. L. Works Charged back	32,803.75	
Balance of cost of Chicago Oxide Plant	923.39	
Cost of 5 add'l Red Lead Furnaces at Chicago	7,339.59	
Cost of add'l Lead Pipe Press at Chicago	3,221.94	
Purchase of a Strip of Land by the St. Louis Branch from the St. Louis S. & R. Co.	375.00	
Balance to Cr. of Plant Investment	5,652.85	$50,316.52

Resolved, That the sum of $159,234.07 be and is hereby carried to the credit of Surplus Account, Said Sum being the undistributed portion of net earnings of the Company for the fiscal year ending December 31, 1902.

Resolved, That this Board hereby fixes the amount to be reserved out of the accumulated profits as working capital until further action by this Board at $1,437,041.57, being balance shown in Surplus Account on December 31, 1902.

1394 Resolved, That in conformity with the By Laws of this Company, the annual meeting of stockholders be held February 19, 1903, at No. 1 Exchange Place, Jersey City, N. J. and that the books for both Common and Preferred Stock be closed January 29, 1903, and remain closed until February 9, 1903, and that the President appoint a Committee, with power of substitution, to receive proxies, and to vote the same, at the said meeting of stockholders.

Resolved, That John B. Frothingham and Harold Naudain be and are hereby appointed Inspectors of Election of Directors at the stockholders meeting to be held February 19, 1903.

Resolved, That a sum not to exceed $50,000 be and is hereby appropriated to cover cost of Advertising during 1903.

Whereas, At a meeting of this Board held December 12, 1902, a resolution was passed authorizing the execution and delivery by the officers of this Company of a certain agreement, which said agreement was made a part of the record of that meeting and

Whereas, The said proposed parties to said agreement have since declined to become parties thereto,

Therefore be it resolved, That the resolution of December 12, 1902, authorizing the execution and delivery by the officers of this Company of the said agreement be and the same is hereby rescinded.

In accordance with a resolution above recorded, the President appointed the Committee, with power of substitution, to receive and vote proxies at the annual meeting of stockholders, to consist of Messrs. L. A. Cole, F. W. Rockwell and J. A. Stevens.

On motion, duly seconded, Mr. L. A. Cole was constituted Chairman of the Committee on Construction, Repairs and Manufactures, to fill the vacancy made by the death of Mr. McBirney.

On separate motions, the roll being called each time, the following resolutions were adopted. Mr. Stevens voting in the

1438 COMMISSION'S EXHIBIT NO. 22.

United Lead Company
National Lead Company

Dealings and Contracts.

On Feb. 26, 1906, the American Smelting and Refining Company entered into a contract with the National Lead Company for the sale of pig lead. The contract recites that the Smelting Company is a producer and seller, and the National Company a consumer and purchaser, of pig leads, known as "corroding", "desilverized common", "soft Missouri" and "chemical" lead, and that the National Company owned the entire capital stock of the St. Louis Smelting and Refining Company, engaged in mining lead ores in Missouri and refining lead ores at its works at Collinsville, Ill.; and the contract provides in substance as follows: that the Smelting Company shall endeavor to procure ores derived from domestic sources for the production of pig lead in sufficient quantity to fill the orders of the National Company; that the Smelting Company agrees to sell, and the National Company agrees to buy, (1) all the requirements of the National Company for pig lead for the purpose of corroding and in the manufacture of white lead, except pig lead to the amount of not exceeding 30,000 tons

a year, produced by the Collinsville works and used by the National Company in the manufacture of white lead and oxides of lead, (2) 85% of the total requirements of pig lead of other kinds of the National Company in each year, but not exceeding altogether (including pig lead covered by 1) 85% of the pig lead derived from domestic ores produced by the Smelting Company and the companies which the latter operates or otherwise controls, excluding the Selby Company; that if the Collinsville works in any year produces lead in excess of 30,000 tons, the National Company shall sell to the Smelting Company, at the option of the latter, all such excess, or so much thereof as the Smelting Company shall elect, at 5% less than the schedule price of the Smelting Company for corroding pig lead; that in determining the 85% of the National Company's requirements (other than for corroding purposes) that company may, at its option, deduct (a) lead which the National Company is compelled to take under contract now in ef-
1439 fect, such contracts not to be extended without the consent of the Smelting Company, (b) chemical pig lead not made or deliverable by the Smelting Company as the National Company may be required to buy to meet the demands of its trade; that so much of the said 85% of the National Company's requirements as the Smelting Company fails to ship may, at the option of the National Company, be purchased from other parties; that the price for pig lead, other than corroding lead, shall be the average of the lowest daily schedule prices of the Smelting Company for the respective qualities and brands specified, at the respective points of delivery, in effect in the calendar month preceeding the month of shipments, such price, however, not to exceed on any day the price at which lead of a similar quality could be imported and delivered at the points of delivery if purchased at the spot quotation of the London metal exchange on the same date, after payment of commission, freight, duty, etc.; that the price of corroding lead shall be the foregoing price for pig lead, plus $2 per ton in excess thereof (subject to certain corrections on account of the presence of bismuth); that the agreement shall continue in force for 15 years from its date.

On the same day, Feb. 26, 1906, the American Smelting and Refining Company entered into a contract with the Hoyt Metal Company, a constituent company of the National Lead Company, for the sale of antimonial lead. The

contract recites that the Smelting Company desires to sell, and the Metal Company to buy, the Smelting Company's entire product of domestic antimonial lead, the latter term being defined as "antimonial lead in commercial form produced in the United States of America, but not including antimonial lead produced in bond, nor including antimonial lead held by the Smelting Company for further treatment, reduction, refining, or composition, nor including lead containing less than 2% of antimony". The contract provides in substance that the Smelting Company shall sell, and the Metal Company shall buy, all the domestic antimonial lead produced by the former during the life of the contract, such lead to contain not less than 14%, nor more than 40%, of antimony; that all lead shipped from
1440 refineries in Chicago or west thereof shall be delivered f.o.b. cars St. Louis, and all lead shipped from refineries east of Chicago shall be delivered f.o.b. cars Perth Amboy; that all lead produced in any one month under the contract shall be shipped during that month or within five days thereafter, up to 800 tons, no shipment in any month to exceed 800 tons, except with the consent of the Metal Company; that the price of the lead for St. Louis delivery shall be the average daily price of common desilverized lead as quoted in that month by the Smelting Company for lots of 50 tons or more for delivery in St. Louis within 30 days; that the price for lead shipped for Perth Amboy delivery shall be the average of the daily prices of common desilverized lead as quoted within the month by the Smelting Company for lots of 50 tons or more for delivery in New York City within 30 days, provided that if this price shall be more than 1.075¢ per pound above the average of daily spot quotations for soft Spanish lead given by the London metal exchange for the month in which such shipment is made, then the price to be such average London metal exchange spot quotations, plus 1.075¢ per pound (this proviso being based on a tariff rate of 1½¢ per pound, and the margin of 1.075¢ per pound to vary in proportion as the tariff rate may vary); that the price specified is subject to certain corrections on account of the presence of arsenic; that the contract shall continue in force for 15 years from its date.

The foregoing agreements with the National Lead Company and the Hoyt Metal Company were made simultaneously with an agreement by the National Lead Company for the purchase of the common stock and bonds of the

United Lead Company from the managers of a syndicate which had undertaken the underwriting of the securities of the latter company, to which underwriting the American Smelting and Refining Company was a subscriber.

The United Lead Company was organized under the laws of New Jersey in January (certificate amended in May), 1903, and was capitalized at $25,000,000, divided into 250,000 shares of $100 each, of which $10,000,000, represented by 100,000 shares, was 6% cumulative preferred stock, and $15,000,000, represented by 150,000 shares, 1441 was common stock. The company was also authorized to issue $15,000,000 in 5% debenture gold bonds, due July 1, 1943, and redeemable any time after April 1, 1911, by lot.

The organization of the company was promoted by Grant Hugh Brown, who entered into a contract with the United Lead Company, dated June 17, 1903, (copy not available) whereby he undertook to convey, or cause to be conveyed, to the United Company the capital stock, or the properties and business, of the following companies:

1. American Shot and Lead Company; entire capital stock.
2. Gibson Price Company; entire capital stock.
3. McDougall White Lead Company; property and business.
4. Hoyt Metal Company; capital stock.
5. Markle Lead Works Company; capital stock.
6. Union Lead and Oil Company; property and business.
7. Gebhart White Lead Company; property and business.
8. J. Van Lengerke; letters patent.
9. James Robertson Manufacturing Company; property and business.
10. E. W. Blatchford Company; property and business.
11. Tatham and Brothers; property and business.
12. Picher Lead Company.
13. Raymond Lead Company; property and business.
14. Bender and Aldred Company.
15. Carter White Lead Company.
16. Chadwick Boston Lead Company; capital stock.

Of the foregoing companies, three, namely, the Picher Lead Company (12), Bender and Aldred (14), and the Carter White Lead Company (15), were not acquired. Of those

acquired; the American Shot and Lead Company is said to have been a consolidation of the principal shot towers of the country; it had plants at New York, Chicago, Cincinnati, St. Louis, New Orleans, Omaha, St. Paul and Pittsburg. The other companies named included many of the principal lead alloy factories and some of the white lead works outside of the National Lead Company, which was the largest manufacturer of white lead and various lead oxides in the country.

Brown further agreed to pay to the company $3,000,000, most of which was paid in quick assets of the companies acquired. In exchange he was to receive $12,000,000 par value in the company's bonds and $15,000,000 par value in the company's common stock. Owing to the failure
1442 of Browne to acquire the Picher Lead Company, the Bender and Aldred Company, and the Carter White Lead Company, it was agreed that $1,360,000 par value in bonds of the company should be deducted from the amount of such bonds deliverable to him under his contract, thus making the total amount deliverable $10,640,000 par value.

In the organization of the United Lead Company Browne was associated with Thomas F. Ryan, who had heavily invested in the Union Lead and Oil Company above mentioned, a concern organized to manufacture white lead according to a new process. This company had not proved successful, and the plan was formulated for the consolidation of the Union Company with the other lead manufacturing companies above enumerated in the formation of the United Lead Company. In this project Mr. Ryan interested Mr. Daniel Guggenheim. Accordingly, on July 16, 1903, a syndicate agreement was made between Grant Hugh Browne of the first part, the subscribers of the second part, and Thomas F. Ryan and Daniel Guggenheim, syndicate managers, of the third part. This agreement referred to the contract between Browne and the United Lead Company, and provided for the underwriting of $5,000,000 of the bonds of the United Lead Company at 80% of their par value. The agreement further provided that Browne should deliver to the syndicate managers, in addition to bonds up to $5,000,000 as paid for at 80%, all the common stock of the United Lead Company receivable by him under his contract, except so much thereof as might be needed to acquire properties and except such as Browne was entitled to for his expenses and commis-

sions. The American Smelting and Refining Company subscribed to $750,000 par value of these bonds and paid on account of its subscription $600,000, such payments being made in June, July and August, 1903. This subscription proportionally represented 22.11% of the total subscriptions.

Up to February, 1906, the United Lead Company had received on account of the Browne contract, in addition to the properties and capital stock of the constituent companies mentioned, $2,096,764.92 in cash or its equivalent, on account of the $3,000,000 cash or its equivalent payable by Browne. The United Lead Company, on the other hand, had issued on its part $9,510,000 par value in bonds
1443 on account of the $10,640,000 par value in such bonds issuable under the contract, as well as $5,000,000 par value in common stock on account of the $15,000,000 par value in such stock issuable under the contract. At this time, therefore, the securities of the United Lead Company were held as follows:

Bonds authorized	$15,000,000
Bonds issuable under contract	10,640,000
Common stock authorized	15,000,000
Common stock issuable under contract	15,000,000
Preferred stock authorized	10,000,000
Preferred stock issued (in treasury)	16,500
Bonds held in treasury	$ 700,000
Bonds held by public	5,418,000
Bonds held in syndicate	3,392,000
	$ 9,510,000
Common stock held in treasury	$10,000,000
Common stock held by public	255,800
Common stock held by syndicate	4,744,200
	$15,000,000

To entitle the syndicate, therefore, to the additional bonds deliverable under the contract, amounting to $1,130,000 par value, and to the additional common stock deliverable under the contract, amounting to $10,000,000 par value, the syndicate was required to pay to the United Lead Company the difference betw en the $3,000,000 in cash or its equivalent payable under the contract and the $2,096,764.92

already paid, or $903,235.08. This amount was paid in February, 1906. The syndicate managers thereupon had at their disposal—

Bonds already held,	$ 3,392,000
Bonds now received,	1,130,000
Total bonds,	$ 4,522,000
Common stock already held,	$ 4,744,200
Common stock now received,	10,000,000
Total common stock	$14,744,200

On Feb. 26, 1906, the syndicate managers entered into a contract with the National Lead Company for the sale to the latter company of all the securities of the United Lead Company thus held by them; and they further agreed by this contract to cause to be conveyed to the National Company the white lead plant and business of the
1444 Selby Smelting and Lead Company in California near San Francisco. The National Company agreed to give in exchange $9,725,091.69, payable $2,713,600.00 par value in its preferred stock, $5,750,000.00 par value in its common stock, and $1,261,491.69 in cash. The National Lead Company was capitalized at $50,000,000, divided into 500,000 shares of $100 each, half preferred and half common. At this time $17,904,000 par value of preferred stock was outstanding, and $14,905,400 of its common stock was outstanding. The stock of the National Lead Company issued in exchange for the securities of the United Lead Company increased the outstanding stock of the National Company by the several amounts so issued. In the distribution of the stock of the National Company made by the syndicate managers the American Smelting and Refining Company received as its share 5,400 shares of preferred stock and 9,839 shares of common stock. In the syndicates distribution of cash the American Smelting and Refining Company received as its share on account of its subscription, $33,932.59.

Apart from its subscription of $600,000 to the syndicate underwriting, the American Smelting and Refining Company, in January 1904, bought 50 bonds of the United Lead Company directly from that company, paying par value for the same, or $50,000. These bonds were sold by this company in June and October, 1906, for $38,950. In

the months of April, June, July and October, 1906, and February, 1907, the stock of the National Lead Company received by the American Smelting and Refining Company on account of its syndicate subscription was sold for $1,321,233.59. The details, therefore, of the investments of the American Smelting and Refining Company in connection with the organization of the United Lead Company are as follows:

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1903

Payments account subscription to syndicate:

June	Amount paid	$ 25,000.00	
July	Amount paid	250,000.00	
August	Amount paid	25,000.00	
1904			
Jan.	Amount paid	300,000.00	600,000.00

Purchase of United Lead Co.'s 5% bonds:

1904			
Jan. & Apr.	Cost par		50,000.00
	Total cost		650,000.00

Amount Realized:

National Lead Co.'s stock received from syndicate: 5,400 shares preferred, 9,839 shares common; sold as follows:

1906		
April	2,400 shares preferred	$ 245,327.00
June	700 shares preferred	71,123.50
July	2,300 shares preferred	233,691.50
October	9,000 shares common	712,655.50
1907		
February	839 shares common	58,436.09
	Total	1,321,233.59

	Sale of 50 bonds:		
1906			
June	34 bonds $27,030.00		
October	16 bonds 11,920.00	38,950.00	
	Cash received from syndicate:		
1906			
December	$30,021.32		
1906			
September	3,911.27	33,932.59	
	Total realized		1,394,116.18
	Net amount carried to Profit & Loss		744,116.18

In addition to the stock of the National Lead Company received by the Smelting Company on account of its syndicate subscription, the Selby Smelting and Lead Company received for its white lead plant and business at San Francisco 7,500 shares of the National Lead Company's common stock. This stock was sold during the year 1907 for $563,950.

1446 It will be observed from the foregoing account that although the United Lead Company was formally organized in the spring of 1903 and was engaged in business as a separate entity from about that time, its organization had not been completed up to the time of the sale of certain of its securities to the National Lead Company, inasmuch as all the terms of the Browne contract had not been fully complied with and, hence, all the securities deliverable thereunder had not been issued, much less finally disposed of by Browne or the syndicate managers. From this circumstance it resulted that the affairs of the United Lead Company during the period from its organization to the sale to the National Lead Company were virtually under the control of the syndicate managers. The president and treasurer of the United Company during this period were also officers of the American Smelting and Refining Company. The directors of the United Company were Thomas F. Ryan, J. J. Moreman, Charles Tatham, E. R. Hoyt, Daniel Guggenheim, Morris Guggenheim, Simon Guggenheim, Barton Sewell and Edward W. Nash. Of these nine directors, the last five named were directors of the Amer-

ican Smelting and Refining Company. Following the sale of United Lead securities to the National Lead Company, the officers of the United Company were chosen by the National Company and no longer included any persons identified with the American Smelting and Refining Company. On the board of directors, however, the latter company continue to be represented by Murry Guggenheim and Edward Brush. The American Smelting and Refining Company was also given representation on the board of directors of the National Company, in 1906. Of the fifteen directors of the latter company, three were, Daniel Guggenheim, Murry Guggenheim and Edward Brush. These representatives, respectively, resigned their positions on the directorates of the above companies in 1911. The reasons for such resignations were two: first, because neither the American Smelting and Refining Company nor the directors named were stockholders in either company, except as holders of qualifying shares and except as stock of the National Company may have been bought and sold from time to time
1447 as an investment; second, because it was felt that the position of these gentlemen as directors in a lead purchasing company was inconsistent with their position as directors in a lead selling company with which they were primarily concerned. Aside from the connection involved in these directorships, the American Smelting and Refining Company ceased to have any interest in the stock or other securities of both the United Lead Company and the National Company after the purchase of the former by the latter and after the Smelting Company had disposed of its distributive share of the National Company's stock as above noted.

By reference to the lead sales contract made with the National Lead Company, it will be noted that the National Company is required to buy from the American Smelting and Refining Company—

> (a) all of the National's corroding lead requirements, except so much thereof as its Collinsville plant supplies up to a maximum of 30,000 tons per annum;
>
> (b) 85% of all its pig lead requirements, exclusive of corroding lead, less so much chemical lead of other brands as may be demanded by its trade;

and that the Smelting Company is required to meet these requirements up to 85% of its domestic production of pig lead of all kinds, excluding the production of Selby. For

the earlier contract years, accurate figures of sales under this contract are not available. Figures for subsequent years are the following.

Corroding Lead (tons)

Contract Year	Nat'l Production Collinsville	A. S. & R. Co. Sales to Nat'l	Total
Feb. 1906 to Mch. 1907			
Feb. 1907 to Mch. 1908	24,994		
Feb. 1908 to Mch. 1909	26,663	57,186	83,849
Feb. 1909 to Mch. 1910	26,446	61,074	87,520
Feb. 1910 to Mch. 1911	23,165	49,791	72,956
Feb. 1911 to Mch. 1912	28,772	29,725	58,497
Feb. 1912 to Mch. 1913	20,720	58,825	79,545

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Chemical Lead Purchased from Others

1906-7	
1907-8	
1908-9	12,321 tons
1909-10	20,750 tons
1910-11	22,830 tons
1911-12	22,093 tons
1912-13	26,620 tons

National Consumption and A. S. & R. Sales

Contract Year	National Consumption Total	National Consumption Less Nat'l Corr'd'g	National Consumption Less Corr'd'g & Chem.	A. S. & R. Sales to Nat'l Total	A. S. & R. Sales to Nat'l Less Corr'd'g Sales
1906-7				115,948	
1907-8				103,662	
1908-9	173,279	146,616	134,295	125,891	68,705
1909-10	188,824	161,378	140,528	130,106	69,632
1910-11	169,332	146,167	123,337	103,824	54,033
1911-12	147,730	118,958	96,865	89,367	59,542
1912-13	170,600	149,880	123,260	114,916	56,091

National Consumption in Excess of A. S. & R. Sales

	1908–9	1909–10	1910–11	1911–12	1912–13
Collinsville Product	26,663	26,446	23,165	28,772	20,720
Chemical Lead	12,321	20,750	22,830	22,093	26,620
	38,984	47,196	45,995	50,865	47,340
Balance Consumed	134,295	140,528	123,337	96,865	123,260
A. S. & R. Sales (total)	125,891	130,106	103,824	89,367	114,916
Excess	8,404	10,422	19,513	7,498	8,344
Add Collinsville & Chemical	38,984	47,196	45,995	50,865	47,340
Total Excess	47,388	57,618	65,508	58,363	55,684

National Consumption in Excess of A. S. & R. Sales
(corroding lead excluded)

	1908–9	1909–10	1910–11	1911–12	1912–13
Total Consumption	173,279	188,824	169,332	147,730	170,600
Corroding Lead	83,849	87,520	72,956	58,497	79,545
Other Lead	89,430	101,304	96,376	89,233	91,055
A. S. & R. Sales (ex. corr'd'g)	68,705	69,032	54,033	59,542	56,091
Excess	20,735	32,272	42,343	29,691	34,964
Per Cent. Excess	23	31	45	30	38
Per Cent. A. S. & R. Sales	77	69	55	70	62

1449 **Proportion of A. S. & R. Lead Product Sold to National.**

(Less production of Selby and amount produced on toll)

Contract Year	Total A. S. & R. Product (corroding included)	Percentage Sold to Nat'l
1906-7	155,659	74%
1907-8	188,938	54%
1908-9	166,667	75%
1909-10	185,668	70%
1910-11	189,321	55%
1911-12	193,475	46%
1912-13	201,493 (?)	57%

Proportion of National Consumption Purchased from A. S. & R.

(5 years, Mch. 1, 1908, to Mch. 1, 1913)

	Corroding Lead	Other Lead	Total Lead
National consumption	382,367	467,398	849,765
A. S. & R.	256,601	307,403	564,104
Per cent A. S. & R.	67%	65%	66%

Proportion of A. S. & R. Production Purchased by National.

(5 years, 1908 to 1913)

Total A. S. & R. production (including Selby)	1,074,461
Total National purchases	564,104
Per cent purchased	52%

1450 Company, or in the sale of the latter to the National Lead Company. It may, or may not, have been an object of some of the others concerned. The profits realized on the sale of the United to the National were sufficient to furnish an adequate motive for such sale on the part of the sellers.

2. The situation of the Smelting Company throughout these transactions, as it must always be, by reason of the peculiarity of its business, was that of a producer who must always take, and pay for on the spot, all the raw material of his product that may be offered, when it is offered, and in the quantities offered, with practically no control over such quantities. This procedure involves enormous outlays of money and enormous acquisitions of stocks, which are constantly replenishing, and which, therefore, cannot be suffered to accumulate. To keep such a process in motion, stocks must be disposed of practically as fast as they are acquired; and to keep the business solvent, prices must be realized on the sale of such stocks which on the whole are as high as the prices paid. The risk that this steady intake and output cannot be as regularly disposed of, and that such prices cannot be realized, is necessarily very great. In proportion to this risk is the need of the Smelting Company for an assured market at steady prices for its product. Instead of marketing its product in the form of crude metal, the Smelting Company might extend its operations by working up its product, in whole or in part, in form for final consumption, and market the same as a manufacturer. This would be one way of assuring a demand and outlet for its product, or a portion of it. Instead of taking its chances in the market as it may exist from time to time, and making no effort to diminish the risk incident to its business, the Smelting Company might contract ahead for the sale of its product, or portions of it, with consumers whose requirements are both large and constant. Both courses were followed in the present instance. In itself, either course would seem to be, not only legally unobjectionable, but commercially natural and proper.

3. But, it may be said, at the time of making the lead sales contract in question, the National Lead Company was engaged in the lead smelting business as well as in the
1451 lead manufacturing business, and deriving its supply of corroding lead in part from its smelting operations,

and was in a position to so extend such operations as to derive therefrom, not only its supply of corroding lead, but its supply of pig lead generally; the Smelting Company, in turn, was in the lead manufacturing business as well as the lead smelting business; to the extent that each company was engaged in the business primarily conducted by the other, they were competitors; and by the lead sales contract this competition was eliminated. The fact is, however, that the extent to which the two concerns were so competing was negligible. The National's smelter at Collinsville (St. Louis Smelting and Refining Company) treated only ores from its own mines in Southeastern Missouri (Ingalls, pp. 116-117), and when the contract was made, was producing but 1,500 tons per month or 18,000 tons per year (Brush to Lehmann Apr. 4, 1913). It still treats the same ores, and is permitted under the contract to produce 30,000 tons per year. Since the contract was made, it has actually produced from 20,000 to 26,000 tons per year and as much as 28,000 tons per year. At no time prior to the contract did the Smelting Company's relative interest in the United Lead Company exceed 23 per cent of that company's capitalization. The products of most of the constituent companies, furthermore, like shot and lead alloys, were not manufactured by the National Company. In so far, moreover, as the Smelting Company's interest in the United Lead Company was anything more than a mere investment, which it seems principally to have been, and is to be regarded as an entry into the manufacturing field, it marked a departure from the settled policy of the Smelting Company to confine its operations to the production of raw metals, and was a tentative venture at most. Both before and since, the Smelting Company has consistently stopped short of taking up those branches of the metal industry which undertake to put metals in shape for final consumption (except on the West coast, where the situation is peculiar, and where the Selby Company had already adopted a different course, which it has continued to follow). To have remained permanently in the lead manufacturing business the Smelting Company would have had to go outside of its chosen field and become qualified
1452 in the details of a separate industry. If, therefore, the effect of the contract was to rid the Smelting Company of a possible competitor in the smelting business, and the National Company of a possible competitor in the manufacturing business, this was a remote and incidental

result of the acts of the parties, and neither the direct and necessary effect of the contract, nor the primary purpose it was plainly intended to serve. The subject matter of the contract was the sale and purchase of pig lead—the product which the Smelting Company must dispose of, and which the National Company must obtain. The contract directly tended to meet the respective needs of both companies. It gave the former company a market for a large portion of its product at prices reasonably steady; it gave the latter company, in large part, an assured supply of necessary material at similar prices. This was the obvious and controlling motive of the contract, as well as its immediate and necessary result. If it also resulted in the abandonment of any possible intention, on the part of the Smelting Company, to compete with the National Company in manufacturing, or, on the part of the latter, to compete with the former in smelting, this was an entirely secondary and incidental effect. The object of the Smelting Company being to insure a continuous outlet for its pig lead, there would be no need of retaining an interest in a manufacturing company, if a long term contract could be made to supply, not only that company's requirements, but the requirements of another large company in addition. The object of the National Company being to insure a constant supply of raw material, which it was able itself to produce in part only, it might prefer to subordinate its own production to that of another company, if it could contract for the purchase of the entire excess of its requirements on favorable terms. The contract in no way restricts the output of the National Company in respect of its proper and established business of manufacturing; nor does it in any way restrict the output of the Smelting Company in respect of its proper and established business of smelting and refining.

4. The open lead market is contracted, of course, by virtue of the agreement, to the extent, on the one hand, that the product which this company would have to offer is
1453 diminished by the requirements of the National Company, and, on the other hand, to the extent that the National Company is no longer obliged to bid for its requirements. The extent to which a closed market thus exists is much less than would appear from the face of the contract. Assume that this company produces and sells 60% of the lead product of the country. As shown above, the National Company purchases under the contract only

52% of this company's production, or 31.2% of the country's production. This leaves 48% of the production of this company, or 28.8% of the total production, for sale in the open market. The latter percentage added to the 40% produced independently of this company makes 68.8% of the total production available for the market. Of the total requirements of the National Company, this company furnishes only 66%; of the remaining 34%, about 14% represents corroding lead of the company's own production, and about 20% represents market purchases.

5. Under the contract, the largest single consumer of pig lead in the United States agrees to purchase exclusively from the largest single producer, for fifteen years, all its requirements for corroding lead (save so much as it produces itself up to a certain maximum), and eighty-five per cent of all its requirements for other lead (save such quantities as it may require of other brands); and such producer agrees to sell to such consumer a sufficient amount to meet such requirements up to eighty-five per cent of its domestic production. As the contract has worked out, the consumer actually purchases from the producer but 67% of its requirements in respect of corroding lead, only 65% of its requirements in respect of other lead, and but 66% of its total requirements of lead of all kinds, while the producer actually sells but 52% of its total production. Does this situation give evidence of wrong-doing? The largest, no less than the smallest, producer must sell to some one, if he is to produce at all, just as the largest, as well as the smallest, consumer must buy from some one. There can be no objection to their dealing with each other, as in the present case, unless the dealing is of such a nature as to deprive other consumers of an opportunity to purchase their supplies, or to deprive other producers
1454 of an opportunity to sell their production, or unless the dealing results in the making of a monopoly price. None of these features characterize the dealing in question. The supply of pig lead has never fallen short of the full demand on the part of all consumers, who have accordingly never suffered from an inability to procure their raw material as needed (except, possibly, at rare intervals of short duration when an abnormal industrial situation has existed, in no wise due to the workings of the contract). Other producers have regularly been able to dispose of their product, at prices which on the whole were at least equal to the prices paid to this company and frequently

higher. Of the country's total production of pig lead, 40%, say, comes from other producers. Purchases of the National Lead Company under the contract absorb not more than 32% of the total production, leaving 68% thereof to be taken by other buyers. Such other producers, therefore, representing 4/10 of the supply, have open to them a consuming field representing 7/10 of the demand, so far as the present contract is concerned. Neither a specific price nor a specific scale of prices is fixed by the contract. The prices are determined by reference to the average of those specified in the regular schedule of prices issued by this company on which its sales of pig lead are made in New York from month to month. The fact that a large proportion of the total pig lead sold is delivered under a contract between a single seller and a single buyer, under the circumstances, does not result in the fixing of a monopoly price, but tends to the maintenance of steady prices and to avoidance of wide fluctuations. The latter fact is shown by a comparison of this company's New York quotations with the general market quotations in New York. Thus in 1905, the first year of the contract, the general market quotations were: highest 6.25; lowest 4.45; difference 1.80; while the company's quotations were: highest 5.60; lowest 4.45; difference 1.15; and this company's highest price was 55 cents lower than the highest outside price. Similar figures for other years were—

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	Gen'l Quot'n, N. Y.			A. S. & R. Quot'n, N. Y.			Below
	High	Low	Diff.	High	Low	Diff.	High
1906	6.35	5.45	.90	6.00	5.35	.65	.35
1907 (1)	6.35	3.50	2.85	5.75	4.75	1.00	.60
1908 (1)	4.60	3.65	.95				
1909	4.75	3.95	.80	4.70	4.00	.70	.05
1910	4.75	4.375	.375	4.60	4.40	.20	.15
1911	4.60	4.25	.35	4.45	4.25	.20	.15
1912	5.15	4.10	1.05	5.10	4.00	1.10	.05

[(1) In November 1907, this company ceased to quote a price distinct from that of the general market, and for the balance of that year and during the year following there was only one quotation. This company was powerless to prevent the falling of prices which occurred.] In the foregoing figures, there is nothing to suggest either the power or the attempt to exact monopoly prices. If prices were high in 1906, they were more than correspondingly low in 1907 and the year following. In the first period there was

a great expansion of trade; in the second there was a panic. But this company is without power to raise prices and keep them raised, even if it wished to do so, because it does not control production. It must take the ores that are offered to it by the mines, and the higher the price the more the mines offer and the greater the production. The increased production must be sold to avoid greater increases. When the supply has outrun the demand, and sales must be made, prices must inevitably fall. When they fall below what was paid for the metal in the ore, *i. e.*, the prices previously ruling, the smelting company must lose. Hence the necessary policy of the company to fix prices for its product at the level, as nearly as it can be judged, corresponding to the relation between supply and demand, as that may vary at different times. Such prices are not monopoly prices.

1511 COMMISSION'S EXHIBIT NO. 93.

Agreement, made this Twenty Sixth day of February, 1906, between American Smelting and Refining Company, a corporation organized and existing under the laws of the State of New Jersey, (hereinafter called the "Smelting Company"), party of the first part, and National Lead Company, a corporation organized and existing under the laws of the State of New Jersey, (hereinafter called the "National Company"), party of the second part.

Whereas, the Smelting Company are sellers or producers of pig lead of the kinds or classes called "corroding" and "desilverized common" and "soft Missouri" and "chemical" lead and desire to sell such pig lead, and:

Whereas the National Company are consumers and purchasers of these several kinds or classes of pig lead, and:

Whereas the National Company are owners of the entire capital stock of the St. Louis Smelting and Refining Company, which company is mining lead ore in Missouri and smelting and refining lead ores at its works at Collinsville, Illinois:

Now, Therefore, in consideration of the premises and of one dollar, lawful money of the United States of America, by each of the said parties to the other in hand paid, the receipt whereof is hereby acknowledged, and of the agreements herein contained, the parties hereto agree with each other as follows:

I. The Smelting Company agrees to use its best efforts to produce or acquire ores derived from domestic sources for the production of pig lead of the various kinds
1512 which it hereinafter agrees to sell in sufficient quantities to fill the orders of the National Company lodged in accordance with the provisions of this agreement.

II. The Smelting Company agrees to sell to the National Company, and the National Company agrees to buy from the Smelting Company, at the prices and upon the terms and conditions hereinafter stated:

First: All the requirements of the National Company for pig lead for the purpose of corroding and in the manufacture of white lead, except pig lead to the amount of not exceeding thirty thousand (30,000) tons in any one year produced by said Collinsville works which is used by the National Company in the manufacture of white lead and oxides of lead.

Second: Eighty-five per cent. (85%) of the total requirements of pig lead of the other kinds hereinbefore specified (measured by tons) of the National Company in each year, but not exceeding all together (including pig lead covered by sub-division "First" above) eighty-five per cent. (85%) of the quantity of pig lead derived from domestic ores which is produced by the Smelting Company and the companies in which it owns a majority of the capital stock or which it operates or otherwise controls (excluding the Selby Smelting and Lead Company); subject, however, to the exceptions hereinafter stated in clause "V" hereof.

III. The requirements of the National Company for pig lead or for any kind or class of pig lead shall for the purposes of this contract be understood to be the amount of such pig lead actually used in the several processes
1513 of manufacture at the several works owned, leased, operated or controlled by it.

IV. If the said works at Collinsville shall in any year produce lead in excess of thirty thousand (30,000) tons, then, and in such case, the National Company shall sell to the Smelting Company, at the option of the Smelting Company, all such excess, or so much thereof as the Smelting Company shall elect, at five per cent. (5%) less than the schedule price of the Smelting Company for corroding pig lead for point of delivery designated by the Smelt-

ing Company, such price to be ascertained as hereinafter specified in the case of corroding lead sold to the National Company.

V. From the requirements of the National Company before determining the eighty-five per cent. (85%) of its requirements for pig lead other than for corroding and the manufacture of white lead to be purchased as above provided by the National Company from the Smelting Company, the following deductions or exceptions may, at the option of the National Company, be made, viz:

(a) Pig lead and corroding lead taken and paid for by the National Company which it is compelled to take by the provisions of contracts now in effect, copies of which are hereto annexed; which said contracts, however, shall not be renewed or extended without the consent of the Smelting Company;

(b) Such chemical pig lead not made or deliverable by the Smelting Company as the National Company may be required to buy to meet the demands of the trade for special brands; but the National Company agrees to
1514 use every reasonable effort to limit such purchase of chemical pig lead;

VI. So much of said eighty-five per cent. (85%) as may at any time be ordered in accordance herewith by the National Company from the Smelting Company, and which the Smelting Company fails to ship in accordance with the provisions hereof, upon said orders, may, at the option of the National Company, be purchased from parties other than the Smelting Company.

VII. Sales hereunder by the Smelting Company to the National Company shall be on the following terms and conditions:

(a) All such kinds or classes of pig lead shall be of good merchantable quality.

(b) All such corroding lead shall be carefully selected and refined at the various refineries owned, leased or controlled by the Smelting Company.

(c) Orders from the National Company for deliveries of pig lead hereunder shall be lodged with the Smelting Company on or before the first day of the calendar month previous to the month in which shipment is to be made, specifying the dates of shipment, kinds, quantities and destinations of deliveries required, and all such orders shall be filled and shipment thereof provided for by the Smelt-

ing Company during the calendar month specified in said orders, and such shipment is to be made as near as practicable to the day of shipment so specified; provided, however, that if the amount of orders for shipment in any calendar month exceed eighty-five per cent. (85%) of
1515 the total production during such month of pig lead by the Smelting Company and by the companies in which it owns a majority of the capital stock or which it operates or otherwise controls (excluding the Selby Smelting and Lead Company) derived from domestic ores, or if the amount of such orders exceeds the amount of the kinds or classes of pig lead actually used in the various processes of manufacture at the works owned, leased, operated or otherwise controlled by the National Company during the month preceding the month in which said order is made, then the Smelting Company shall not, except with its consent, be required or hereby bound to fill or conform to or recognize or make shipments upon any such orders for any such excess; and provided, further, that the Smelting Company shall not be obliged without its consent to sell hereunder for delivery at any point more than eighty-five per cent. (85%) of the amount of pig lead other than corroding lead required by the National Company at that point during any one calendar month.

(d) Deliveries of lead hereunder by the Smelting Company shall be "f.o.b." tracks most convenient to the works of the National Company at the destinations specified in the orders therefor, the routing of the pig lead to point of destination being in all cases controlled by the Smelting Company.

(e) Terms of settlement shall be prompt cash on arrival of pig lead at destination.

(f) The Smelting Company shall take a suitable sample of each carload of corroding lead shipped hereunder. Such sample shall be divided into three portions, of which one shall be sent to the National Company, and one
1516 shall be sealed for references in case of umpire. If any dispute shall thereafter arise concerning the percentage of bismuth contained in any corroding lead sold hereunder, the umpire sample of the carload in dispute shall be sent to Messrs. Ledoux & Company (or some other reputable assayer in New York City to be mutually agreed upon in case Messrs. Ledoux & Company cannot or will not act or shall be unsatisfactory to either party), and the determination of the umpire shall be final as a basis for set-

tlement, except in case the report of the umpire assayer is higher than both of the reported assays of the parties hereto or lower than both such reported assays, in which case the assay of the party nearest to the results obtained by the umpire assayer shall constitute the basis and control in settlement of the particular lot in question. The cost of the umpire's determination shall be paid by the party hereto whose results are farthest removed from those of the umpire assayer.

VIII. The prices to be paid by the National Company for pig lead hereunder shall be as follows:

(a) The price for pig lead, other than corroding lead, shall be the average of the lowest daily (exclusive of Sundays and New York legal holidays) schedule prices of the Smelting Company for the respective qualities and brands specified in said orders of the National Lead Company at the respective points of delivery therein designated in effect in the calendar month preceding that during which shipments are to be made; such lowest daily schedule prices, however, shall not exceed on any day the prices at which lead of a similar quality could be imported and
1517 delivered to the respective points designated as points of delivery in the orders of the National Company if purchased at the spot quotation of the London Metal Exchange of the same date, and after all expense of purchase, including interest, commission, freight and duty has been paid.

(b) The price for corroding lead shall be based upon that to be charged for desilverized common pig lead at the same time, such price for desilverized common pig lead being determined as in the last foregoing paragraph "(a)" hereof; and the price for corroding lead shall be two dollars ($2.00) per ton in excess of such price for common desilverized pig lead, except that from such price for corroding lead there shall be deducted in the case of corroding lead containing over five one-hundredths per cent. (.05%) and not over eight one-hundredths per cent. (.08%) of bismuth the following amounts per ton:

In case of lead containing over five one-hundredths per cent. (.05%) and not over six one-hundredths per cent. (.06%) twenty cents (20¢).

In case of lead containing over six one-hundredths per cent. (.06%) and not over seven one-hundredths per cent. (.07%) forty cents (40¢);

In case of lead containing over seven one-hundredths

per cent. (.07%) and not over eight one-hundredths per cent. (.08%) sixty cents (60¢); and except that the price for corroding lead containing over eight one-hundredths per cent. (.08%) of bismuth shall be the same as the price of desilverized common pig lead.

1518 (c) Should the National Company desire shipments of pig lead to be made in less than fifteen (15) days from the date of receipt of the order by the Smelting Company, and in amounts exceeding in the aggregate two hundred (200) tons in any one calendar month, and the Smelting Company shall be able to and shall fill such orders, the price of such excess over two hundred (200) tons shall be fifty cents (50¢) per ton in excess of the regular price above fixed.

IX. Where either party hereto has herein covenanted or agreed with respect to anything to be done by any corporation controlled by it, or a part of whose stock is owned by it, such agreement is intended to and shall be taken to be an agreement of such party hereto by proper means to procure such action by such corporation.

X. This agreement shall continue in force for fifteen (15) years from the date hereof, and shall be binding upon and enure to the benefit of the successors and assigns of the respective parties hereto.

In Witness Whereof, the parties hereto have caused these presents to be signed in their respective names by their respective Presidents or Vice Presidents and their respective corporate seals to be hereto affixed, attested by their respective Secretaries, pursuant to resolutions of their respective Boards of Directors, certified copies of

1519 which resolutions are hereto attached, the day and year first above written.

American Smelting and Refining Company
By (Illegible) Jewell,
Vice President.

(Seal)

Attest:
G. M. Borden
Assistant Secretary.

National Lead Company,
By R. A. Cole
President.

(Seal)

Attest:
Charles Dairson
Secretary.

COMMISSION'S EXHIBIT NO. 94.

1521 Agreement, made this 26th day of February, 1906, by and between American Smelting and Refining Company, a corporation of the State of New Jersey, (hereinafter called the Smelting Company), party of the first part, and Hoyt Metal Company, a corporation of the State of Missouri, (hereinafter called the Metal Company) party of the second part:

Whereas, the Smelting Company is a manufacturer or producer of domestic antimonial lead, and desires to sell to the Metal Company, and the Metal Company desires to buy, the Smelting Company's entire product of such lead during the term of this contract;

Now, Therefore, the parties hereto, in consideration of the premises and of one dollar by each to the other paid, the receipt whereof is hereby acknowledged, and of the agreements herein contained, hereby agree with each other as follows:

First: It is mutually agreed that the phrase "domestic antimonial lead" as used in this contract, means antimonial lead in commercial form produced in the United States of America, but not including antimonial lead produced in bond, nor including antimonial lead held by the Smelting Company for further treatment, reduction, refining or composition, nor including lead containing less than two per cent. (2%) of antimony; that the word "ton" as used in this contract, means a ton of two thousand (2,000) pounds, and that the word "month" as used in this contract, means calendar month;

Second: The Smelting Company agrees to sell to
1522 the Metal Company, and the Metal Company agrees to buy from the Smelting Company, all of the domestic antimonial lead produced by the Smelting Company while this contract remains in force at the prices, and upon and subject to the terms, conditions, limitations and exceptions in this contract expressed; and the Smelting Company agrees that all such lead shall contain not less than fourteen per cent. (14%) and not more than forty per cent. (40%) of antimony.

Third: It is mutually agreed that deliveries of lead sold hereunder shall be made by the Smelting Company as follows: Lead shipped from refineries in Chicago or west thereof shall be delivered f.o.b. cars at St. Louis, Missouri, and all lead shipped from refineries east of Chicago shall be delivered f.o.b. cars at Perth Amboy works of the Smelting Company.

Fourth: The Smelting Company agrees that it will ship such lead to the Metal Company as follows: Such lead produced in any month while this contract remains in force shall be shipped during such month or within five days thereafter, except that if such lead produced in any month shall exceed eight hundred (800) tons, such excess shall not be shipped unless the Metal Company shall in writing notify the Smelting Company of its election to receive the same or some stated part, proportion or amount thereof. If at any time the Smelting Company shall have on hand any such excess, the Smelting Company may add such excess to its production during any subsequent month in which the product of the Smelting Company is less than eight hundred (800) tons to an extent sufficient to
1523 make, with such addition, a total amount not greater than eight hundred (800) tons and such amount so increased shall be considered to be the product of the Smelting Company during such month.

Fifth: It is mutually agreed that the price for lead sold hereunder shipped in any month for St. Louis delivery shall be the average of the daily prices of common desilverized lead as quoted in said month by the American Smelting & Refining Company for lots of fifty (50) tons or more for delivery in St. Louis within thirty (30) days; and that the price for lead sold hereunder, shipped in any month for Perth Amboy delivery, shall be the average of the daily prices of common desilverized lead as quoted in said month by the American Smelting & Refining Company for lots of fifty (50) tons or more for delivery in New York City within thirty (30) days;

Provided, however, that if the price as above computed for any shipment of said lead would be more than one and seventy-five thousandths (1.075) cents per pound above the average of the daily spot quotations for soft Spanish lead, as given by the London Metal Exchange (without any discounts or deductions) for the month in which such shipment is made, then the price to be paid for the lead in such shipment shall be such average of London Metal Exchange spot quotations plus one and seventy-five thousandths (1.075) cents per pound, instead of said average price quoted by American Smelting & Refining Company;

And provided, further, that inasmuch as the United States tariff on imports of antimonial lead (known in the tariff law as "type metal") is now one and one-half (1½) cents per pound, now, therefore, if such tariff should

1524 be increased or diminished, then the above mentioned amount of one and seventy-five thousandths (1.075) cents per pound shall be modified by increasing or decreasing the same by the exact amount per pound by which such tariff shall be so increased or diminished, and the amount as so modified shall be substituted in the foregoing provision for said amount of one and seventy-five thousandths (1.075) cents; and if the parties hereto shall at any time be unable to agree as to the amount of such modification, each party hereto shall immediately name an arbitrator, and the two arbitrators so appointed shall determine the amount of such modification, and if they fail to agree they shall appoint a third, and the decision of any two of such arbitrators thereon shall be final and binding upon the parties hereto.

If any dispute shall arise concerning the meaning and effect of this agreement, such dispute shall be arbitrated and determined in like manner.

And provided, further, that if the arsenic contained in any of the lead sold hereunder shall exceed one and one-quarter per cent. (1¼%) then the following deductions shall be made from the price hereinbefore provided, viz: if the arsenic exceeds one and one-quarter per cent. (1¼%) and does not exceed one and one-half per cent. (1½%), the deduction shall be two dollars ($2.) per ton; if the arsenic exceeds one and one-half per cent. (1½%) and does not exceed one and three-quarters per cent. (1¾%); the deduction shall be three dollars ($3.) per ton; if the arsenic exceeds one and three-quarters per cent. (1¾%) and does not exceed two per cent. (2%), the deduction shall be
1525 four dollars ($4.) per ton; if the arsenic exceeds two per cent. (2%) and the Metal Company is willing to accept such lead, the deduction shall be four dollars ($4.) per ton.

If the arsenic contents of the antimonial lead exceed two per cent. (2%) and the Metal Company, or its assigns, is not willing to accept the same at a price of four dollars ($4.00) per ton less than that fixed in the Fifth Article hereof, then such lead shall not be shipped hereunder and neither the Metal Company nor its assigns shall be under any obligation to purchase it under this contract, unless an agreement can be reached as to its value and the Smelting Company is willing to ship at such value. If such an agreement cannot be reached, the Smelting Company shall be at liberty to dispose of this portion of its product of antimonial lead elsewhere, as it may see fit.

Sixth: It is mutually agreed that all payments hereunder shall be made in thirty (30) days from the date of the bill of leading for each shipment, with the privilege to the Metal Company of paying within sixty (60) days from said date, with interest after the expiration of said thirty (30) days until the date of payment at the rate of six per cent. (6%) per annum, and with the additional privilege to the Metal Company of paying "spot cash" less interest at the rate of six per cent. (6%) per annum from the date of payment to the expiration of said thirty (30) days.

Seventh: This contract shall continue in force for fifteen (15) years from the date hereof.

Eighth: This contract shall respectively bind and 1526 inure to the benefit of the successors and assigns of the respective parties hereto. Notices to be given hereunder may be given by or to such successors or assigns and shall be sufficient as to their interest; but either party, its successors or assigns, in giving any notice hereunder, may disregard any succession to or assignment of any of the rights of the other party, or of any interest therein or thereunder, unless written notice shall have been given of such succession or assignment and of an office of the successor or assignee at which notices may be delivered.

In Witness Whereof, the parties hereto have caused these presents to be signed in their respective names, by their respective Presidents, and their respective corporate seals to be hereto affixed, attested by their respective Secretaries, pursuant to resolutions of the respective Boards of Directors of the parties hereto, certified copies of which resolutions are hereto attached.

American Smelting & Refining Company,
By David Guggenheim,
President.

(Corporate Seal)
Signed, sealed and delivered in the presence of:
Attest:
G. M. Borden,
Assistant Secretary.

Hoyt Metal Company,
By (Signature illegible),
Vice President.

(Corporate Seal)
Attest:
B. J. Thompson,
Secretary.

1589 COMMISSION'S EXHIBIT NO. 498.

Members of The Lead Industries Association.

Alpha Metal & Rolling Mills, Inc., 363 Hudson Avenue, Brooklyn, N. Y.
American Metal Co., Ltd., 61 Broadway, New York, N. Y.
American Smelting & Refining Co., 120 Broadway, New York, N. Y.
Anaconda Lead Products Company, East Chicago, Indiana.
Andrews Lead Company, 36 Greenpoint Avenue, Long Island City, N. Y.
Balbach Smelting & Refining Company, 253 Broadway, New York, N. Y.
Bond Manufacturing Corp., Monroe and Fifth Streets, Wilmington, Delaware.
Bunker Hill & Sullivan Mining and Concentrating Company, Kellogg, Idaho.
Cambridge Smelting Company, 100 Pacific Street, Cambridge, Mass.
Cerro de Pasco Copper Company, 44 Wall Street, New York, N. Y.
Chief Consolidated Mining Company, Eureka, Utah.
Columbia Smelting & Refining Company, 98-106 Lorraine Street, Brooklyn, N. Y.
Crown Metal Company, 117-9 East Washington Street, Milwaukee, Wisconsin.
Dayrock Mining Company, Wallace, Idaho.
Division Lead Company, 836 West Kinzie Street, Chicago, Illinois.
The Eagle-Picher Lead Company, Temple Bar Building, Cincinnati, Ohio.
Euston Lead Company (The Glidden Company), 500 Penn Avenue, Scranton, Penna.
Evans Lead Company, Charleston, West Virginia.
Federal Mining & Smelting Company, 120 Broadway, New York, N. Y.
Federated Metals Corporation, 295 Madison Avenue, New York, N. Y.
The Flemm Lead Company, Inc., Bradley Ave. and School Street, Long Island City, N. Y.
W. P. Fuller & Company, 301 Mission Street, San Francisco, Calif.
Gardiner Metal Company, 4820 South Campbell Avenue, Chicago, Illinois.

General Lead Manufacturing Company, 2132 Market Street, Denver, Colorado.
Girard Smelting & Refining Company, Milnor & Bleigh Sts., Tacony, Philadelphia, Pa.
Globe Metal Company, 1030-56 West North Avenue, Chicago, Ill.
Goldsmith Bros. Smelting & Refining Co., 5 North Wabash Avenue, Chicago, Ill.
Hammond Lead Products, Inc., First Trust Building, Hammond, Indiana.
Hecla Mining Company, Wallace, Idaho.
Hercules Mining Company, Wallace, Idaho.
Hudson Smelting and Refining Company, 85-91 Hyatt Avenue, Newark, N. J.
Imperial Type Metal Company, 3400 Aramingo Avenue, Philadelphia, Penna.
International Smelting Co. (United Metals Selling Co. Agents), 25 Broadway, New York.
The Johnston Tin Foil & Metal Company, 6016-6120 South Broadway, St. Louis, Mo.
Lewin Metals Corporation, Monsanto Post Office, East St. Louis, Illinois.
Marks Lissberger & Son, Inc., 23-01 Borden Avenue, Long Island City, N. Y.
Metals Refining Company (The Glidden Company), Hammond, Indiana.
Nassau Smelting & Refining Company, 50 Church Street, New York, N. Y.
National Bearing Metals Corp., 4930 Manchester Avenue, St. Louis, Mo.
National Lead Company, 111 Broadway, New York, N. Y.
Northwest Lead Company, 1744 Fourth Avenue, South, Seattle, Washington.
North-Western Metal Manufacturing Company, 1328 North Second Street, Minneapolis, Minn.

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Park Utah Consolidated Mines Company, Continental Bank Bldg., Salt Lake City, Utah.
Republic Metals Corporation, 273 Green Street, Brooklyn, N. Y.
Reynolds Metals Company, 19 Rector Street, New York, N. Y.
Rochester Lead Works, 380 Exchange Street, Rochester, N. Y.

St. Joseph Lead Company, 250 Park Avenue, New York, N. Y.
Sherman Lead Company, Wallace, Idaho.
The Sherwin-Williams Company, 101 Prospect Avenue, N. W., Cleveland, Ohio.
Silver King Coalition Mines Company, 1010 Kearns Bldg., Salt Lake City, Utah.
Silverstein and Pinsof, Inc., 1123 West 14th Street, Chicago, Illinois.
Standard Rolling Mills, Inc., 264 Calyer Street, Brooklyn, N. Y.
Sunshine Mining Company, Miller Bldg., Yakima, Washington.
Tamarack & Custer Consolidated Mining Company, Wallace, Idaho.
Tintic Standard Mining Company, Walker Bank Bldg., Salt Lake City, Utah.
Nathan Trotter & Company, 36 North Front Street, Philadelphia, Pa.
United American Metals Corporation, 196 Diamond Street, Brooklyn, N. Y.
United States Smelting Refining & Mining Co. Inc., 57 William St., New York, N. Y.
USL Battery Corporation, Niagara Falls, N. Y.
Wetherill & Bro., 30th below Chestnut Street, Philadelphia, Penna.
White Metal Rolling & Stamping Corp., 80 Moultrie Street, Brooklyn, N. Y.
Winchester Repeating Arms Company, New Haven, Conn.

October 1933.

1595 Members of The Lead Industries Association.

May, 1942.

Alpha Metal & Rolling Mills, Inc., 363 Hudson Ave., Brooklyn, N. Y.
The American Metal Co. Ltd., 61 Broadway, New York, N. Y.
American Smelting & Refining Co., 120 Broadway, New York, N. Y.
Baker Lead Mfg. Co., 28 Cherry St., Worcester, Mass.
Bunker Hill & Sullivan Mining & Concentrating Co., Kellogg, Idaho
Cambridge Smelting Co., 100 Pacific St., Cambridge, Mass.

Chief Consolidated Mining Co., Eureka, Utah.
Crown Metal Co., 117-9 E. Washington St., Milwaukee, Wis.
Dayrock Mining Co., Wallace, Idaho.
*Dickson Weatherproof Nail Co., P. O. Box 334, Evanston, Ill.
Division Lead Co., 836 W. Kinzie St., Chicago, Ill.
The Eagle-Picher Lead Co., American Bldg., Cincinnati, Ohio
*The Electric Auto-Lite Co., Toledo, Ohio
Ethyl Gasoline Corp., 405 Lexington Ave., New York, N. Y.
Euston Lead Co. (The Glidden Co.), 500 Penn Ave., Scranton, Pa.
Evans Lead Co., Charleston, W. Va.
Evans Metal Co., P. O. Box 97, No. Side Branch, Atlanta, Ga.
Federal Mining & Smelting Co., 120 Broadway, New York, N. Y.
Federated Metals Division of American Smelting & Refining Co., 120 Broadway, New York, N. Y.
The Flemm Lead Co., Inc., Bradley Ave. & School St., Long Island City, N. Y.
W. P. Fuller & Co., 301 Mission St., San Francisco, Calif.
Gardiner Metal Co., 4820 S. Campbell Ave., Chicago, Ill.
General Lead Manufacturing Co., 2132 Market St., Denver, Colo.
Goldsmith Bros. Smelting & Refining Co., 58 E. Washington St., Chicago, Ill.
Hammond Lead Products Inc., First Trust Building, Hammond, Ind.
Hecla Mining Co., Wallace, Idaho
Hercules Mining Co., Wallace, Idaho
Hudson Smelting & Refining Co., 85-95 Hyatt Ave., Newark, N. J.
Imperial Type Metal Co., 3400 Aramingo Ave., Philadelphia, Pa.
International Smelting & Ref. Co. (Anaconda Sales Co. Agents), 25 Broadway, New York, N. Y.
The Johnston Tin Foil & Metal Co., 6016-6120 S. Broadway, St. Louis, Mo.
Kahn Brothers, 785 Humboldt St., Brooklyn, N. Y.
Kansas City Smelting Co., 2215-23 Guinotte St., Kansas City, Mo.
The Lewin Metals Corp., Monsanto Post Office, East St. Louis, Ill.

Marks Lissberger & Son, Inc., 23-01 Borden Avenue, Long Island City, N. Y.
John R. MacGregor Lead Co., 4520 W. 15th St., Chicago, Ill.
Metals Refining Co. (The Glidden Co.), Hammond, Ind.
National Lead Co., 111 Broadway, New York, N. Y.
North American Smelting Co., Inc., Edgemont & Tioga Sts., Philadelphia, Pa.
Northwest Lead Co., 2700—16th Ave., S. W., Seattle, Wash.
Park Utah Consolidated Mines Co., Continental Bank Bldg., Salt Lake City, Utah
Pittsburgh White Metal Co., 284 Hamilton Ave., Brooklyn, N. Y.
River Smelting & Refining Co., 4195 Bradley Road, Cleveland, Ohio
Rochester Lead Works, Inc., 380 Exchange St., Rochester, N. Y.
St. Joseph Lead Co., 250 Park Ave., New York, N. Y.
Sherman Lead Co., Wallace, Idaho.
The Sherwin-Williams Co., 101 Prospect Ave., N. W., Cleveland, Ohio
Silver King Coalition Mines Co., 1010 Kearns Building, Salt Lake City, Utah
Silverstein & Pinsof, Inc., 1708-1720 Elston Ave., Chicago, Ill.
Standard Rolling Mills, Inc., 143 Jewell St., Brooklyn, N. Y.
Tamarack & Custer Consolidated Mining Co., Wallace, Idaho
Tintic Standard Mining Co., Walker Bank Building, Salt Lake City, Utah
United American Metals Corp., 196 Diamond St., Brooklyn, N. Y.
United States Smelting Refining and Mining Co., Inc., 57 William St., New York, N. Y.
The Victory White Metal Co., 1205 Main St., Cleveland, Ohio
Vulcan Lead Products, 1712 W. St. Paul, Milwaukee, Wis.
The Wensley Metal Products Co., 1445 Osage St., Denver, Colo.
White Metal Rolling & Stamping Corp., 80 Moultrie St., Brooklyn, N. Y.
*Winchester Repeating Arms Co., New Haven, Conn.

* Associate Member.

1598 COMMISSION'S EXHIBIT NO. 499.

Directors—Lead Industries Association

1940, 1941, 1942, 1943, 1944.

B. N. Zimmer, V. P., American Metal Co. Ltd. 61 Broadway, NY 6, NY.

F. H. Brownell, Chairman of the Board, American Smelting & Refining Co. 120 Broadway, NY 5, NY.

Clarence Glass, V. P. Anaconda Sales Co. 25 Broadway, NY 4, NY.

S. A. Easton, President, Bunker Hill & Sullivan Mining & Concentrating Co. Kellogg, Idaho.

A. E. Bendelari, Eagle-Picher Lead Co. American Building, Cincinnati 1, Ohio

*J. H. Schaefer, V. P. Ethyl Corp. 405 Lexington Ave. NY 17, NY.

E. L. Newhouse, Jr. Pres. Federated Metals Division of American Smelting & Refining Co. 120 Broadway, NY 5, NY.

L. E. Hanley, Pres. Hecla Mining Co. Wallace, Idaho.

P. E. Sprague, V. P. The Glidden Co. Union Commerce Bldg. Cleveland 15, Ohio

F. W. Rockwell, Pres. National Lead Co. 111 Broadway, NY 6, NY.

O. N. Friendly, General Mgr. Park Utah Consolidated Mines Co., Continental Bank Bldg., Salt Lake City 1, Utah.

Clinton H. Crane, Pres. St. Joseph Lead Co. 250 Park Ave. NY 17, NY.

James Ivers, V. P. Silver King Coalition Mines Co., Kearns Building, Salt Lake City 1, Utah.

J. W. Wade, Pres. Tintic Standard Mining Co., Walker Bank Building, Salt Lake City 1, Utah.

F. F. Colcord, V. P. United States Smelting Refining & Mining Co. 57 William Street, New York 5, NY.

* Director during 1944 only.

Executive Committee—Lead Industries Association.

Chairman	Clinton H. Crane	(address above)
	F. H. Brownell	" "
	F. F. Colcord	" "
	L. E. Hanley	" "
	F. W. Rockwell	" "

Officers—Lead Industries Association.

President	Clinton H. Crane	(address above)
Vice Presidents	F. H. Brownell	" "
	F. W. Rockwell	" "
Secretary & Treasurer	F. E. Wormser	420 Lexington Avenue, New York, N. Y.

1602 Directors—Lead Industries Association.

1934.

B. N. Zimmer, V. P. American Metal Co. Ltd. 61 Broadway, NY; NY.
F. H. Brownell, Chairman of the Board, American Smelting & Refining Co. 120 Broadway, NY, NY.
S. A. Easton, Pres. Bunker Hill & Sullivan Mining & Concentrating Co. Kellogg, Idaho.
R. M. Roosevelt, V. P. Eagle-Picher Lead Co. 420 Lexington Ave. New York, N. Y.
Ivan Reitler, Pres. Federated Metals Corp. 295 Madison Ave. NY, NY.
J. F. McCarthy, Pres. Hecla Mining Co. Wallace, Idaho.
P. E. Sprague, V. P. Metals Refining Co. Cleveland, Ohio.
F. M. Carter, Pres. National Lead Co. 111 Broadway, New York, NY.
G. W. Lambourne, Genl. Mgr. Park Utah Consolidated Mines Co. Salt Lake City, Utah.
W. Y. C. Hunt, Reynolds Metals Co. Federal Reserve Bank Building, Richmond, Va.
Clinton H. Crane, Pres. St. Joseph Lead Co. 250 Park Ave. NY, NY.
W. Mont Ferry, V. P. Silver King Coalition Mines Co. Salt Lake City, Utah.
J. W. Wade, Pres. Tintic Standard Mining Co., Salt Lake City, Utah.

J. A. McCarthy, V. P. United Metals Selling Co. 25 Broadway, NY, NY.
F. Y. Robertson, V. P. United States Smelting Refining & Mining Co. 57 William St. NY, NY.

Executive Committee—Lead Industries Association.

Chairman,	Clinton H. Crane	(address above)
	F. H. Brownell	" "
	F. M. Carter	" "
	J. F. McCarthy	" "
	F. Y. Robertson	" "

Officers—Lead Industries Association.

President	Clinton H. Crane	(address above)
Vice Presidents	F. H. Brownell	" "
	F. M. Carter	" "
Secretary & Treasurer	F. E. Wormser, 420 Lexington Avenue, NY, NY.	

1603 Directors—Lead Industries Association.

1933.

B. N. Zimmer, V. P. American Metal Co. Ltd. 61 Broadway, NY, NY.
H. M. Brush, V. P. American Smelting & Refining Co. 120 Broadway, NY NY.
S. A. Easton, V. P. Bunker Hill & Sullivan Mining & Concentrating Co. Kellogg, Idaho.
R. M. Roosevelt, V.P. Eagle-Picher Lead Co. 420 Lexington Ave. NY, NY.
Ivan Reitler, Pres. Federated Metals Corp. 295 Madison Ave. NY, NY.
J. F. McCarthy, Pres. Hecla Mining Co. Wallace, Idaho.
P. E. Sprague, V. P. Metals Refining Co. Hammond, Indiana.
E. J. Cornish, Chairman of the Board, National Lead Co. 111 Broadway, NY, NY.
G. W. Lambourne, Pres. Park Utah Consolidated Mines Co. Salt Lake City, Utah.
Clinton H. Crane, Pres. St. Joseph Lead Co. 250 Park Avenue, NY 17, NY.
J. A. McCarthy, V. P. United Metals Selling Co., 25 Broadway, NY, NY.

A. A. MacLean, V. P. USL Battery Corp. Niagara Falls, NY.
F. Y. Robertson, V. P. United States Smelting Refining & Mining Co. 57 William St. NY, NY.
R. C. Swanton, V. P. Winchester Repeating Arms Co. New Haven, Conn.

Executive Committee—Lead Industries Association.

Chairman,	Clinton H. Crane	(address above)
	H. M. Brush	" "
	E. J. Cornish	" "
	F. Y. Robertson	" "
	R. M. Roosevelt	" "

Officers—Lead Industries Association.

President	Clinton H. Crane	(Address above)
Vice Presidents	H. M. Brush	" "
	R. M. Roosevelt	" "
Secretary & Treasurer	F. E. Wormser, 420 Lexington Avenue, NY, NY.	

1606 COMMISSION'S EXHIBIT NO. 500.

Pigments Division—F. M. Carter, Chairman.

White Lead in Oil Committee.

Members—1933.

W. E. Maston, Chairman, August, 1933
Eagle Picher Lead Company
F. M. Carter, Chairman, September, 1933
National Lead Company
Anaconda Lead Products Co.
Euston Lead Company
W. P. Fuller & Company
National Lead Company
Sherwin-Williams Company
Wetherill & Bro.
Eagle Picher Lead Co.

Non-Member.

E. I. duPont de Nemours & Co. Inc.

Dry Products Committee.

Members—1933.

Harold Rowe, Chairman—1933
National Lead Company
Anaconda Lead Products Co.
Andrews Lead Co. Inc..
Euston Lead Company
Evans Lead Company
Hammond Lead Products Inc.
Metals Refining Co.
National Lead Company
Sherwin-Williams Company
Eagle Picher Lead Co.

1607 Advisory Committee.

White Lead Promotion Program.

1939.

K. C. Brownell, American Smelting & Refining Co.
W. R. Dice, Eagle Picher Lead Co.
Harold Rowe, National Lead Company.
E. V. Peters, St. Joseph Lead Company.
F. F. Colcord, United States Smelting Refining and Mining Co. Inc.

1614 COMMISSION'S EXHIBIT NO. 501.

Lead Industries Association.
Graybar Building, 420 Lexington Avenue.
New York, N. Y.

Pigments Division.

White Lead-in-Oil Committee.

New York, N. Y. August 9, 1933.

A meeting of the White Lead-in-Oil Committee of the Lead Pigments Division of the Lead Industries Association was held at the Lawyers Club, New York City, on Wednesday, August 9, 1933, at 2:45 P. M.

Present:	Representing:
W. E. Maston, Chairman	Eagle-Picher Lead Co.
F. M. Carter	National Lead Co.
J. G. McNair	National Lead Co.
Harold Rowe	National Lead Co.
P. E. Sprague	Euston Lead Co.
T. H. Zappert	Euston Lead Co.
S. B. Coolidge, Jr.	Sherwin-Williams Co.

R. L. Ziegfeld, Assistant Secretary.

Mr. W. E. Maston occupied the chair.

It was agreed that this group would consist of those companies now manufacturing White Lead-in-Oil, and be open to any other company or individual who may become manufacturers of this product as a member of the Lead Industries Association. The present membership follows:

Members:

Anaconda Lead Products Co.
Eagle-Picher Lead Co.
Euston Lead Co.
W. P. Fuller & Co.
National Lead Co.
Sherwin-Williams Co.
Wetherill & Brother

Non-Member:

E. I. duPont de Nemours & Co. Inc.

The Supplementary Code of Fair Competition for the Lead Pigments Division was discussed, but no definite recommendations as to its final form were made.

1615 The item of "reports" was given the most consideration, and it was the general sense of the meeting that individual reports of production, stocks, and shipments (or sales) as now reported to the Association be made available to all other members of the group at periodic meetings of the Committee.

Price Lists: At a given date, preferably on or before September 15, 1933, all members of this group will file with the Secretary their price list with terms and conditions of sale. Any change in the lists or terms to the trade shall be reported to the Secretary in writing. Upon making a sale or quotation at variance with this previously announced price list or terms, each member shall notify the Secretary in writing within 48 hours of such variation, giving name to whom made. It was left for decision at next meeting if these variations would be reported promptly to all members of the group or be held for distribution at a regular Committee meeting. Regarding the question of making a price concession on any lead pigment or products designed to cut the price of White Lead, dry or when ground in oil, or using either of these products to cut the other, should be effectively covered by the industry's code.

Grinders Paste White Lead: This product has caused considerable disturbance among the trade, particularly where it has found re-sale as White Lead-in-Oil packed in standard kegs. It was the sense of the group that a means should be found to stop such practice, preferably by a guarantee from buyers that Grinders Paste is for use in their finished products only, and never offered for sale as Pure White Lead-in-Oil. Further consideration of this important point will be given at the next meeting, and include the possibility of restricting the sale of Dry White Lead when it is ground to paste form and sold as Pure White Lead-in-Oil in conjunction with other paint products at below cost.

The Agency or Consignment method of marketing White Lead-in-Oil, as now being used in a restricted territory, extending from New York City south to and including Washington, was thoroughly explained and discussed. At the present time the National Lead Co. and the Eagle-Picher Lead Co. are selling almost exclusively under this plan, and report that jobbers and dealers with hardly a

dissenting voice have approved the plan. The Agency plan is not the exclusive type designed to give certain rights or privileges, which competitors cannot meet, but one
1616 under which a Distributor may sell as many brands as he chooses. It is expected the two companies now using the Agency plan will extend it over a much wider area on or before October first. Under the Agency plan of selling, it is evident many of the abuses and non-profit sales among distributors can be corrected at the same time it removes the practice of—Price Guarantees, Spring Datings, deviation from terms, etc. This method of selling will in the future be described as the "Agency Plan."

Freight Differentials: There is a lack of just what points in the country take on advance differentials over the par list price. It was suggested that a zone basis similar to that used by the Linseed Oil group might be worked out and thus simplify the arrangement. The Chairman agreed to offer further suggestions at the next meeting.

The West Coast situation was briefly discussed, and it was agreed that the Committee should work out some plan for coordinating with this group of manufacturers whereby their territorial conditions as to prices, terms, etc. would not be disturbed. It might be necessary to establish a dividing line between East and West to avoid confusion.

The question of open quotations on Government and State business was thoroughly discussed. Any plan to eliminate excessively low bids would be helpful to the entire industry. The possibility of apportioning such business was discussed. There was a difference of opinion as to the method which might be used—the following being suggested:

Capacity
Last year's Government and State business
Average last three years Government & State business
Average last ten years Government & State business

The group was asked to give this further thought.

Painter's Meetings: It was generally agreed that such meetings have considerable educational value, and therefore have proven useful. The manner of entertainment came in for the most criticism, particularly the advertising of such affairs as dinners, banquets, etc. From relatively small groups usually held in Distributors' stores with "light refreshments" the plan has grown to such an extent

that outside halls and hotels are necessary to take
1617 care of the "banquet" feature. Vaudeville has re-
cently come into the scheme of things, and the entertainment feature bids fair to overshadow the educational. Many of the meetings are "padded" for effect, and in some towns as many as four "feeds" have been on tap in one week. Some method might be worked out to keep this plan on its original basis.

The meeting adjourned at 7:45 P. M. to meet in Chicago, Monday, September 11, 1933.

W. E. Maston,
Chairman.

R. L. Ziegfeld,
Assistant Secretary.

1618 **COMMISSION'S EXHIBIT NO. 502.**

Lead Industries Association
Graybar Building, 420 Lexington Avenue
New York, N. Y.

Pigments Division.

White Lead-in-Oil Committee.

New York, N. Y. September 6, 1933.

A meeting of the White Lead-in-Oil Committee of the Lead Pigments Division of the Lead Industries Association was held at the Commodore Hotel, New York City, on Wednesday, September 6, 1933 at 10:00 A. M.

Present	Representing
F. M. Carter, Chairman	National Lead Co.
F. O. Case	Anaconda Lead Products Co.
J. R. MacGregor	Eagle-Picher Lead Co.
W. E. Maston	Eagle-Picher Lead Co.
F. W. Potts	Eagle-Picher Lead Co.
P. E. Sprague	Euston Lead Co.
T. H. Zappert	Euston Lead Co.
J. G. C. McNair	National Lead Co.
Harold Rowe	National Lead Co.
S. B. Coolidge, Jr.	Sherwin-Williams Co.
A. P. Wetherill	Wetherill & Bro.

F. E. Wormser, Secretary.

Mr. F. M. Carter occupied the chair.

The Chairman suggested that in view of code developments since the last meeting the Division immediately consider what provisions should be included in a Supplementary Code of Fair Competition for the Lead Pigments Division if one were to be filed in Washington prior to the hearing of the Lead Code.

Several paragraphs in the proposed Paint Code, being applicable to the White Lead-in-Oil Division, were adopted as follows:

(1) Guaranteeing Paint Jobs—Definite time guarantee on the life and/or service of the products of the Industry is hereby prohibited.

1619 (2) Misbranding, mislabeling and false advertising—Transactions known to the law as misbranding, mislabeling and false advertising are specifically prohibited by this Code, and after the effective date, shall be punishable as a violation thereof in addition to any other penalties imposed by any other law.

(3) Gifts to Employees of Another—It shall be a violation of this Code for any person engaged in the Industry to offer or give—or permit any representative of his to offer or give—any commission, gratuity, or other thing of substantial value to employees of his customers or prospective customers, except in the case of payments made with the consent of the employer for a definite service rendered.

(4) Exchange of Goods—No manufacturer shall exchange his goods for those of another.

(5) Inducing Breach of Contracts—No manufacturer either directly or indirectly or through his salesmen, representatives, or agents, shall encourage any purchaser of the products of the Industry to disregard or fail to live up to his commitment to another member of the Industry.

(6) Disparagement of Competitors—The use of or participation in the publishing or the disseminating of any false statement, representation or insinuation which disparages the business of a competitor, or attacks the reputation, goods, prices, credit, service or advertising of any competitor or of any other industry, is an unfair and uneconomic practice and is prohibited.

(7) Returned Goods—No merchandise shall be returned without first securing the consent of the manufacturer. On such goods as are accepted for return, a reasonable charge shall be made and freight charges must be prepaid by the shipper returning the merchandise, except in the case of defective products or where in some other way the manufacturer may be responsible.

The following paragraph on Taxes was adopted:

Taxes—Any sales tax uniformly becoming applicable upon all sellers shall be for buyer's account and shall be added to the selling price and paid by the buyer.

The advisability of including a paragraph in the Code covering price lists and the exchange of price information was next considered.

1620 Whereupon it was unanimously resolved that members of this group file with the Secretary their price

lists together with terms and conditions of sale. Any change in the said lists and terms shall be reported promptly to the Secretary. Upon making a sale or quotation at variance with the previously reported price list or terms, each member shall notify the Secretary in writing promptly concerning the variation.

It was also agreed to adopt the following paragraph as an unfair trade practice:

No product shall be sold at a concession in price in order to influence the sale of any lead product.

Meeting adjourned at 5:30 P. M.

F. M. Carter,
Division Chairman.

W. E. Maston,
Committee Chairman.

F. E. Wormser,
Secretary.

1621 COMMISSION'S EXHIBIT NO. 504.

Lead Industries Association
Graybar Building, 420 Lexington Avenue
New York, N. Y.

Lead Pigments Division.

Dry Products Committee.

Chicago, Illinois. October 27, 1933.

A meeting of the Dry Products Committee of the Lead Pigments Division of the Lead Industries Association was held at the Chicago Athletic Club, Chicago, Illinois, on Friday, October 27, 1933 at 10:00 A. M.

Present	Representing
F. M. Carter, Chairman	National Lead Company
F. O. Case	Anaconda Lead Products Co.
W. H. Hayt	Eagle-Picher Lead Co.
J. R. MacGregor	Eagle-Picher Lead Co.
W. E. Maston	Eagle-Picher Lead Co.
F. W. Potts	Eagle-Picher Lead Co.
R. M. Evans	Evans Lead Company
Wm. Wilke, Jr.	Hammond Lead Products Inc.
P. E. Sprague	Metals Refining Co.
W. P. Carroll	National Lead Co.
O. H. Greene	National Lead Co.
Harold Rowe	National Lead Co.
S. B. Coolidge, Jr.	Sherwin-Williams Co.
J. W. Todd	Sherwin-Williams Co.

F. E. Wormser, Secretary.

Mr. Carter occupied the chair.

The Chairman suggested that the members proceed to discuss the third draft of the Supplementary Code of Fair Competition for the Pigments Division whereupon a general discussion arose as to the desirability of including paragraphs which had been omitted from the third draft relating to the Limitation of Productive Facilities and to Dumping. Divergent views being expressed.

It was moved and seconded that the third draft of the Supplementary Code of Fair Competition for the Lead

Pigments Division be adopted subject to the approval
1622 of the Executive Committee and to be submitted to Washington at a date later to be agreed upon.

Unanimously carried.

The members then proceeded to discuss the features of a Uniform Basis for Sales as provided for in the Code. In the course of this discussion

It was moved and seconded that Article V on Taxes in the third draft of the Supplemental Code of Fair Competition for the Lead Pigments Division be eliminated and be included in Uniform Sales Contracts.

Motion carried.

After much study and discussion outlines setting forth Uniform Bases for the Sale of Lead Oxides and Dry White Lead in Carlots and Less Than Carload Lots, respectively, were drafted, subject to further study by the members. The suggested outlines appear on pages appended.

It was agreed, in deference to existing statutes, that no reference to prices should appear in the outlines except for the specification that "prices were to be agreed upon between buyer and seller."

A question arose as to the possibility of adopting the provisions of the Supplementary Code for the Pigments Division immediately rather than waiting for the approval of the President, but as the decision hinged upon the legality of the Code provisions, the Secretary was requested to procure a legal opinion on the subject, reporting to the Chairman.

Whereupon it was moved and seconded that the third draft of the Supplementary Code of Fair Competition for the Lead Pigments Division, as revised, together with the suggested Uniform Bases for Sale, be submitted to the N.R.A. subject to approval of its legality. (Revised draft appended.)

Unanimously carried.

The meeting adjourned at 11:15 P. M.

F. M. Carter,
Chairman.

F. E. Wormser,
Secretary.

1623 COMMISSION'S EXHIBIT NO. 505.

Lead Industries Association
Graybar Building, 420 Lexington Avenue
New York, N. Y.

White Lead-In-Oil Committee.

Lead Pigments Division.

Chicago, Illinois. October 28, 1933.

A meeting of the White Lead-in-Oil Committee of the Lead Pigments Division of the Lead Industries Association was held at the Chicago Athletic Club, Chicago, Illinois, on Saturday, October 28, 1933 at 9:00 A. M.

Present	Representing
F. M. Carter, Chairman	National Lead Company
F. O. Case	Anaconda Lead Products Co.
W. H. Hayt	Eagle-Picher Lead Co.
J. R. MacGregor	Eagle-Picher Lead Co.
W. E. Maston	Eagle-Picher Lead Co.
P. E. Sprague	Metals Refining Co.
O. H. Greene	National Lead Co.
Harold Rowe	National Lead Co.
S. B. Coolidge, Jr.	Sherwin-Williams Co.

F. E. Wormser, Secretary.

Mr. F. M. Carter occupied the chair.

The Chairman described the new Agency System which the National Lead Company was putting into effect for the sale of its lead-in-oil products, stating that it was an adaptation of a method used by General Electric and other companies and was designed to correct destructive price cutting in the white lead-in-oil business which had seriously affected the marketing of the product. Some other members stated they too were planning to use the consignment system.

Freight and zoning problems were discussed without any understanding or agreement being made.

Mr. Maston suggested that the white lead members endeavor to devise a slogan which might be used by all of

them in advertising during 1934 and also suggested
1624 that the Lead Industries Association might be a very useful medium for joint publicity purposes with the added support of the mining and smelting companies in furthering the use of white lead.

The meeting adjourned at 12:00 A. M.

F. M. Carter,
Chairman.
F. E. Wormser,
Secretary.

1625 COMMISSION'S EXHIBIT NO. 506.

September 11, 1933.

Mr. F. M. Carter, President
National Lead Company
111 Broadway
New York, N. Y.

Dear Mr. Carter:

I have written Mr. Richter as you suggested in your letter of September 8th and a copy of my communication is attached.

Shall I be guided by the policy of keeping Mr. Richter fully informed of our meetings in the future to save you the trouble of further correspondence?

Sincerely yours,

Secretary.

1626 CC. Mr. Carter

September 11, 1933.

Mr. Wm. Richter, General Manager
Fabrics and Finishes Department
E. I. Du Pont de Nemours Company
Wilmington, Delaware.

Dear Mr. Richter:

Mr. F. M. Carter, Chairman of the Lead Pigments Division of the Lead Industries Association, has asked me to provide you with a copy of the Master Code of the Lead Industries Association, together with copies of the Minutes of the two meetings of the Division which have so far been held.

Accordingly, I am pleased to enclose a copy of our Code as it was filed in Washington and the minutes of the meeting of August 8th, Dry Products Committee, and August 9th, White Lead-in-Oil Committee. Just as soon as the minutes of the meeting of September 6 and 7th have been prepared for distribution to our members of this Division, I shall see that you are provided with a copy.

Sincerely yours,

Secretary.

1627

National Lead Company
111 Broadway
New York

F. M. Carter
President

September 8, 1933.

Mr. F. E. Wormser, Secretary
Lead Industries Association
420 Lexington Av.
New York, N. Y.

Dear Mr. Wormser—

I attach copy of a letter which I am sending Mr. Richter, of the Dupont Co. because I want you to know what I have said to him. Will you please see that he is provided with a copy of the master code, and copy of the minutes of the Pigment Section meeting.

I realize that there might be some members of the Committee a little critical about a non-member being posted, but here is a situation where I do feel under obligations to Mr. Richter to be very frank and if he does not get it direct from you I would feel required to send him a copy of my own minutes.

In any event, he has assured me they would go along and co-operate. As a matter of fact, that is a fundamental characteristic of the Dupont Co.—they work co-operatively with others and I am not anticipating any trouble from that source.

Yours very truly,

F. M. Carter,
President.

1628 September 8, 1933.

Mr. W. H. Richter, General Manager
E. I. Dupont de Nemours Co.,
Wilmington, Dela.

Dear Mr. Richter—

You told me you were quite willing that the National Lead Co. should represent your Company in code discussions, held by members of the Lead Industries Association, and you were willing to go along with anything which was agreeable to the others.

There have been several meetings of the Pigment Section, without however having as yet reached a final draft. There are, however, several features about which I think you should have some information and it is for that purpose that I write you.

As I think you know, Lead Industries Association adopted a master code covering only the subject of rates of wages and hours of labor. This was filed with the Administration and members were granted the use of the Blue Eagle. I am asking Mr. Wormser, Secretary of the Lead Industries Association to send you a copy of that code so that you will be fully informed.

As you will note, the right was given to file supplementary codes for the several Divisions, and what I refer to now relates to the Pigment Section, the only part, I think, in which you have an interest. I am asking Mr. Wormser to provide you with the minutes of the last meeting, and hope there will be no objection to your receiving it through this channel. If there is, I will pass it on to you direct as soon as I get it.

The only feature which I expect you will find it difficult to agree with is the Agency System for selling white lead, in oil, which we are expecting to adopt later in the season. It has not been announced nor are we in a position to say anything about it, but we discussed it with members of the Pigment Section. Under this Agency System, we will follow the plan which we have been testing out during the current year in some of the eastern markets. Under this plan, we consign a stock to the dealer, and he acts as our agent. It is practically the same plan as has been in successful use for many years by the General Electric Co. for

the sale of Mazda lamps. It permits us to control the resale price, which is a feature of vital importance to the corroder selling in markets like the New York district, for example; where, under present conditions, prices were absolutely demoralized, lead in oil being sold some times below the cost to the dealer.

1629 In operating the plan, we have been "choosey" in the selection of agents, seeking the better class of dealer, but not refusing to sell any one who could qualify because of the size of outlet offered, and who could subscribe to the requirements of the contract. We expected a good deal of trouble but the Atlantic Branch, in this metropolitan district, has found occasion to discipline only two agents. In each case, they were obliged to withdraw the agency and take the stock away because of the dealer not conforming to the prescribed schedule of prices.

Under this Agency Plan, the dealer is not bound to the sale of any one particular brand of lead, but is free to handle such other brands as he chooses. We do, however, expect him to maintain the market on such other brands as well as our own, although we have no control over that.

Under this plan we have been confining all quantity sales to agents, that is to say, we have sold no dealer on the 5-ton or carload basis without his being an agent. Industrials or large consumers have, of course, been sold without regard to the agency basis, that plan being adapted only to a dealer or distributor.

As I say, this plan has been in effect in this metropolitan district; also in Baltimore, Washington, Philadelphia and surrounding district, ever since the first of the year. It has operated even better than we had hoped, and we are planning to give it a wider application so that in 1934 it will be in effect generally, except possibly at far western points.

When the plan was first discussed, I will confess I, and pretty generally all of my confreres, were violently opposed to selling on a plan which involved selling on consignment. While selling on consignment is admittedly an evil, I now feel confident that of the two evils with which we are confronted, we have chosen the lesser in selecting the agency system.

Now, then, we discussed the plan at the meeting of the Pigment Section the other day and found both Sherwin Williams Co. and Glidden Co. radically opposed because of its consignment feature. I can well understand it and I

would expect your reaction to it would be the same because it will involve you in embarrassing situations with paint customers. Sherwin-Williams frankly told us they could not follow such a method. By the way, the code under which the Pigment Section will work contemplates each member filing with the Secretary of the Lead Industries Association, a price list representing list upon which he sells and his regular discounts. Each member is asked to report to the Secretary deviations from this list. He is a free agent to make whatever price he chooses but is under obligations to report it to the Secretary, and he in turn will inform the other members. In this respect, it parallels the method used in the old days of the Lead Institute, of which Dupont was a member. I might add, by the way, it worked very well in those days.

As you will, I think, observe from the above brief outline, Dupont should find itself in a position to readily function and conform to the code requirements. I certainly hope that this will be true, for in all of my own thinking I have tried constantly to keep in mind the great desirability of avoiding conditions or situations which might be found
1630 onerous to some member of the Association. Whatever plan we work under should be practical and workable for all concerned.

I am not trying to post you fully in all details as to what has been discussed and done, but rather, because I felt an obligation to do something in the way of informing you as to discussions held; feeling a responsibility because of your generous offer to put Dupont's interest in our hands.

With very kind regards,

Yours very truly,

Signed (F. W. Carter),
President.

1631 COMMISSION'S EXHIBIT NO. 507.

September 17, 1934.

Mr. F. M. Carter, President,
National Lead Company,
111 Broadway,
New York, N. Y.

Dear Mr. Carter:

I am enclosing copy of a proposed draft of letter to Mr. Janssen, requesting extension of the temporary exemption from the provisions of Section 2, Article VII and Schedule A, granted us under date of June 27, 1934.

If you and Mr. Roosevelt, as Chairman of the Pigments Division approve this draft, I shall mail it to Washington tomorrow.

Will you, therefore, kindly telephone me your criticisms and your suggestions?

Sincerely yours,

Secretary.

1632 September 17, 1934.

OK 9/18/34

Mr. R. M. Roosevelt, Vice President,
Eagle-Picher Lead Company,
420 Lexington Avenue,
New York, N. Y.

Dear Mr. Roosevelt:

I am enclosing copy of a proposed draft of letter to Mr. Janssen, requesting extension of the temporary exemption from the provisions of Section 2, Article VII and Schedule A, granted us under date of June 27, 1934.

If you and Mr. Carter approve this draft, I shall mail it to Washington tomorrow.

Will you, therefore, kindly telephone me your criticisms and your suggestions?

Sincerely yours,

Secretary.

1633 Proposed Draft.

Dear Mr. Janssen:

Under date of June 27, 1934, an order granting temporary exemption from the trade and marketing provisions for the Lead Pigments Division of the Lead Industry, particularly in reference to the provisions of Section 2 of Article VII and Schedule A was granted by the Administrator for a period of three months from that date, provided "that such exemption be granted without prejudice to further extension beyond three months if at the end it shall appear to the Administrator that the Industry has been unable to determine upon either the execution of Section 2 of Article VII and Schedule A, which is a part thereof or upon modification thereof."

Inasmuch as the Lead Pigments Division has not yet been able to determine upon the modification of Article VII, Section 2 it desires, a further extension for a period of at least three months granting temporary exemption from the provisions of Section 2, Article VII and Schedule A is respectfully requested.

Very truly yours,

Secretary.

1644 COMMISSION'S EXHIBIT NO. 508.

Mr. F. O. Case, Manager
Anaconda Lead Products Company
East Chicago, Ind.

July 27, 1933.

Dear Mr. Case:

I believe that the notice which I sent out on July 25th, referring to the forthcoming meetings of the Lead Pigments Division, crossed your letter of the 24th in the mail. By this time you will know of course that Mr. Carter is planning to devote August 8th to a meeting and discussion of the Dry White Lead and Oxide problems to be followed on the 9th with a meeting of the Lead-in-Oil group.

Although I realize that the lead oxide meeting is not very important to you I do hope you will be able to be with us on August 9th. In any event, I shall see that the point you bring out for discussion about the LCL differentials is placed before the meeting.

With very best wishes,

Sincerely yours,

Secretary.

1645 Anaconda Zinc Oxide Department

International Lead Refining Company

General Sales Office
East Chicago, Ind.

Office of General Sales Manager

Plants:
Akron, Ohio
East Chicago, Ind.

Mr. F. E. Wormser,
Secretary,
Lead Industries Association,
420 Lexington Avenue,
New York, N. Y.

July 24, 1933.

Dear Mr. Wormser:

I have at hand yours of the 21st enclosing a copy of the minutes of the last meeting of the Lead Industries Association, Lead Pigment Division. I note the amended code as proposed and voted upon. Personally, I am sorry that the base rate should not have been at least 40¢ and the hours somewhat lower. I do not think that we can get by with the schedule we are placing in our code, but hope that when it comes to chiseling with the Governmental authorities that we will come out reasonably well.

I note the probable points that are to come up for discussion at the August 8th meeting. As far as I can tell, these do not apply to lead-in-oil and dry white lead.

I am not certain that it will be possible for me to be in New York on the 8th. I am also uncertain as to what should be added to the list for discussion, because I do not know how broad the discussion will be. One thing I would like to see discussed is, however, the question of an LCL differential. This has been brought up by the National Lead Company on the Pacific Coast and I understand that they are going to charge a differential of one-quarter of a cent for all shipments under five tons. This applies to dry lead only.

With kindest personal regards, I am,

Very truly yours,

F. O. Case,
Manager.

FOC:ajd

1646

Lead Industries Association
420 Lexington Avenue
New York, N. Y.

July 25, 1933.

Members of the Lead Pigments Division:

In order to facilitate consideration and disposition of the problems peculiar to the several products represented in your Division, the Chairman, Mr. F. M. Carter, has appointed the following to act as Chairmen of the Sub-Committees set opposite their names:

Mr. W. E. Maston—Chairman, Lead-in-Oil Committee.
Mr. Harold Rowe—Chairman, Dry White Lead and Lead Oxides Committee.

Each member of this Division becomes automatically a member of one or both of these Sub-Committees, depending upon the pigment or pigments he manufactures.

The forthcoming meeting of the members of the Lead Pigments Division on August 8th at the Lawyers Club, 115 Broadway, New York, will consider first, the problems of the lead oxide group and it is planned to follow this meeting on August 9th with a meeting of the producers of white lead-in-oil & dry white lead.

If you have not already done so it will be very helpful indeed if you will mail to Mr. Carter or myself your views as to what trade practices may properly be included in the discussion on both the 8th and 9th. All suggestions will be summarized and presented for consideration at the meetings.

Very truly yours,

F. E. Wormser,
Secretary.

By Order of the Chairman.

1657 COMMISSION'S EXHIBIT NO. 513.

September 18, 1933.

Mr. W. E. Maston, Vice President
Eagle-Picher Lead Company
Temple Bar Building
Cincinnati, Ohio.

Dear Mr. Maston:

Thank you for the map and list of old freight differentials attached to your letter of September 14th.

Sincerely yours,

.....

Secretary.

1658 The Eagle-Picher Lead Company

Producers of
Lead, Zinc and Allied Products
Temple Bar Building
Cincinnati

General Offices
Cincinnati

Thursday
September 14—1933

Mr. F. E. Wormser, Secretary
Lead Industries Association
New York, New York.

Dear Wormser:

Today I am forwarding map and list of old freight differentials to the following members of the Lead in Oil group:

F. O. Case Anaconda Lead Products Co.
S. B. Coolidge, Jr. Sherwin-Williams Co.
P. E. Sprague Euston Lead Company
T. H. Zappert Euston Lead Company
A. P. Wetherill Wetherill & Brother

The National Lead Company is fully informed of the details, and are gathering further data on this important matter. When suggestions come in I shall endeavor to get them in shape so that a final report may be submitted for approval of the next group meeting.

For your information file I am sending you a map and list of freight differential points.

Yours very truly,

W. E. Maston,
Chairman,
White Lead-in-Oil Committee.

wem-q

1659 List of Differentials and points to which they apply in territory East of the Mississippi River.

	LCL
Virginia	
¼¢ per lb.	
Norfolk	.64
Richmond	.59
Danville	.78
North Carolina	
½¢ per lb.	
High Point	.93
Charlotte	.91
Winston-Salem	.84
Greensboro	.84
Durham	.84
Wilmington	.95
Raleigh	.84
⅝¢ per lb.	
Asheville	.80
South Carolina	
⅜¢ per lb.	
Charleston	1.03
¾¢ per lb.	
Columbia	.93
Georgia	
½¢ per lb.	
Savannah	1.05
¾¢ per lb.	
Albany	1.00
Athens	.91
Atlanta	.85
Augusta	.96
Columbus	.93
Macon	.93
Rome	.80
Florida	
½¢ per lb.	
Jacksonville	1.13
Alabama	
⅜¢ per lb.	
Mobile	1.06
½¢ per lb.	
Bessemer	.86
Birmingham	.86
Montgomery	.93
Tennessee	
¼¢ per lb.	
Memphis	.80
Nashville	.67
½¢ per lb.	
Chattanooga	.72
Johnson City	.74
Knoxville	.65
Kentucky	
⅛¢ per lb.	
Paducah	.47
Illinois	
⅛¢ per lb.	
Cairo	.47
Galesburg	.48
Moline	.51
Quincy	.51
Rock Island	.51
Michigan	
⅛¢ per lb.	
Escanaba	.75
¼¢ per lb.	
Sault Ste. Marie	.76

1660 List of Differentials and Points to which they apply in territory West of the Mississippi River:

Wisconsin	
⅛¢ per lb.	
Eau Claire	.78
LaCrosse	.74
Superior	.89
Wausau	.73
Minnesota	
⅛¢ per lb.	
Duluth	.89
Mankato	.87
Minneapolis	.86
St. Paul	.86
Winona	.77
North Dakota	
½¢ per lb.	
Fargo	1.09
South Dakota	
¼¢ per lb.	
Sioux Falls	.95
½¢ per lb.	
Aberdeen	1.11
Nebraska	
⅛¢ per lb.	
Lincoln	.94
Omaha	.88
Iowa	
⅛¢ per lb.	
Burlington	.51
Cedar Rapids	.66
Clinton	.50
Council Bluffs	.88
Davenport	.51
Des Moines	.78
Dubuque	.53
Fort Dodge	.83
Keokuk	.52
McGregor	.70
Ottumwa	.67
Sioux City	.92
Waterloo	.72
Kansas	
⅛¢ per lb.	
Atchinson	.81
¼¢ per lb.	
Ottawa	.90
Pittsburg	.94
Topeka	.92
½¢ per lb.	
Salina	1.04
Wichita	1.07
⅝¢ per lb.	
Hutchinson	1.09
Oklahoma	
⅛¢ per lb.	
McAlester	1.18
Oklahoma City	1.21
Tulsa	1.11
Missouri	
⅛¢ per lb.	
Kansas City	.81
St. Joseph	.81
Hannibal	.51
Kirksville	.67
¼¢ per lb.	
Joplin	1.02
Springfield	1.02
Arkansas	
½¢ per lb.	
Little Rock	1.02
Louisiana	
⅜¢ per lb.	
New Orleans	.52
½¢ per lb.	
Shreveport	1.21
Texas	
¼¢ per lb.	
Beaumont	1.42
Galveston	1.47
Houston	1.47
1¢ per lb.	

Amarillo	1.47	Wichita Falls	1.35
Austin	1.52	1⅛¢ per lb.	
Brownsville	1.79	El Paso	1.84
Cisco	1.47	New Mexico	
Corsicana	1.37	1⅛¢ per lb.	
Dallas	1.37	Albuquerque	2.48
Ft. Worth	1.37	*Arizona	
Lubbock	1.52	1¼¢ per lb.	
Paris	1.26	Phoenix	2.48
San Antonio	1.52	Douglas	2.48
Sherman	1.32	Tucson	2.48
Sweetwater	1.52		
Waco	1.47		

* The advance differential in the State of Arizona is the resale price.

On shipments of 20-ton cars to the above points in Arizona 1¢ advance differential applies.

On shipments of 25-tons carload, ¾¢ advance differential applies.

1662 COMMISSION'S EXHIBIT NO. 514.

Anaconda Lead Products Company
East Chicago, Indiana
Office of General Sales Manager Plant East Chicago, Ind.

September 27th, 1933

Mr. F. E. Wormser,
Secretary,
Lead Industries Association,
420 Lexington Avenue,
New York.

Dear Mr. Wormser:

I am glad to receive yours of the 22nd concerning the debatable Paragraph VII of the tentative Pigment Code. If I read your letter correctly, I understand that selling below cost does not apply to white lead. In other words, Mr. Carters' intention is, that it shall not apply to white lead but to other lead oxide pigments. Reporting of white lead prices is intended to take care of the situation as regards white lead itself.

Would it not be possible to show in the code that white lead is exempted from this provision. I would hesitate to have a joint code drawn up, having only part of it apply to white lead, but to the layman reading it, have it read as if it all applied to every pigment.

This may not be a serious proposition because in our particular case we probably could figure the cost from the ore, and technically get out from under the clause. I see no reason, however, why we should be obliged to go to a lot of trouble to keep from violating the code technically, when others might take a different view and not pay any attention to the clause.

1663 As I understand it, certain provisions in the zinc oxide might be in the same category as Paragraph VII. They are getting around this by showing that they do not apply to certain products. Would it not be possible to handle this clause in this way?

With kindest regards,

Sincerely yours,

F. O. Case,

F.O.Case:ed *Manager.*

1664 Copies Sent to Mr. F. M. Carter
Mr. J. C. McCarthy.

September 22, 1933.

Mr. F. O. Case, Manager,
Anaconda Lead Products Company,
East Chicago, Indiana.

Dear Mr. Case:

Supplementing my letter to you of September 19, I am wondering whether I made my thought clear to you that the Committee which considered Paragraph VII of the tentative Pigments Code had in mind the situation which might develop if manufacturers making oxides for their own consumption (there are some today) were to market surplus output at cost or at a very slight margin over cost. This, of course, would tend to demoralize the oxide market.

Regarding your view that any member selling white lead might be guilty of infraction of the Code because of situations created by metal market fluctuations, I have discussed the subject further with Mr. Carter, and he seems

to feel that any member selling white lead will undoubtedly dispose of it at a price above the price basis outlined in our paragraph and that inasmuch as the seller would report to the Secretary any sale made below the listing filed, destructive price cutting would thereby be reduced.

No attempt was made at the meeting definitely to establish overhead cost and other expense items, because it would involve setting up accounting systems, probably accompanied by hiring accounting talent, and was considered unnecessary.

As you probably know, the lead oxides have been, and will continue to be, sold to large buyers at a price very little above the cost of production.

When I see you again, I hope to discuss some of these subjects in more detail with you.

With kindest regards,

Sincerely yours,

.....

Secretary.

1665 National Lead Company

111 Broadway

F. M. Carter
President

New York
September 21, 1933.

Mr. F. E. Wormser, Secretary
Lead Industries Association
420 Lexington Avenue
New York, N. Y.

Dear Mr. Wormser:

Regarding question raised by Mr. Case as to Paragraph 7 in the Tentative Code. I think Mr. Case will understand the situation better when he knows that the Committee were thinking about the situation which might develop if the battery manufacturer, making black oxides for his own consumption, were to market surplus product at cost, or a very slight margin above cost.

Mr. Case seems to fear that any member selling white lead, for example, might be guilty of infraction because of situations created by wide fluctuations in the metal market. There might be some irregularities develop at such a time,

but I am sure the price will always be above the basis as outlined in our paragraph. Furthermore, the seller would be reporting to the Secretary any sale made below the list he had filed. This, I think, is the only feature we need to be concerned about.

It is true that no attempt was made to definitely establish cost, overhead and other expense items. As a matter of fact, oxides have been, and will continue to be, sold to large buyers at a price very little above actual cost of production. It will be impossible to sell this product on a wide margin basis. We are anxious, however, to achieve a basis which will be a little above cost, and that is all that was contemplated in this paragraph.

I am sorry that Mr. Case was offended by actions taken in his absence. As you know, the discussion developed in connection with oxides and (if I remember rightly) when Mr. Case appeared for a short time on the day following the white lead discussion, we told him of all that had been done during his absence.

However, I think when he more clearly understands what happened and the cause of it, he will feel all right about our actions.

Yours very truly,

F. M. Carter,
President.

1666 September 19, 1933.

Mr. F. O. Case, Manager
Anaconda Lead Products Company
East Chicago, Indiana.

Dear Mr. Case:

Thank you for the suggestions contained in your letter of September 15th, relating to the proposed Code for the Pigments Division.

I am sure it was furthest from the thoughts of any of those who attended the recent meetings to introduce anything into the Code which meets with strenuous objections from the members. It so happened that the subject matter of Articles VI and VII in the tentative draft was discussed by the Oxide group and with the intimate tie-up with white lead manufacture on the part of most oxide producers, it was felt that the broad principles expressed in Articles VI

and VII, namely, production capacity control, selling below cost, and dumping applied to all the lead pigments.

As you know, we were working and still are under great pressure to perfect the supplementary codes prior to our hearing on September 23rd (now postponed to October 4th) and if another joint meeting of the Division was to be avoided with proper notice to all out of town members, it was essential to draft a preliminary code for immediate submission to and criticism of all interested parties. The draft you received was purely tentative and the criticisms contained in your letter of September 15th and suggestions from other members are precisely what we need in order to perfect the working draft.

I might also point out that Articles VI and VII were mainly my work with legal aid, in carrying out the sense of the meeting of September 7th as I was requested
1667 and authorized to do, and at which meeting these important topics were discussed.

No member has as yet formally approved either of these articles and they await such revision or elimination as may be ultimately decided upon.

With best wishes,

Sincerely yours,

Secretary.

1668 Anaconda Lead Products Company
East Chicago, Indiana

Office of General Sales Manager — Plant East Chicago, Ind.

September 15, 1933.

Mr. F. E. Wormser,
Secretary,
Lead Industries Association,
420 Lexington Avenue,
New York City.

Dear Mr. Wormser:

I am in receipt of the minutes of the last meetings held in New York, by the Pigment Division of the Lead Industries Association. I am also in receipt of the proposed amendment of the Supplementary Code of Fair Competition for the Lead Pigments Division of the Lead Industries Association.

All of this is in agreement with my understanding, with exception of Articles 6 and 7. To my knowledge these were not taken up at the meeting.

Under Article 3, Section C, I might suggest that technical service work be explicitly exempted from this proposition. All of the producers have technical service men, and may, at times, do something for a firm that is really valuable. No doubt, this would not be understood to come under paragraph C, but to prevent any misunderstanding, it might be well to so state it.

Article 6, so far as I know, was not discussed. Perhaps it came under the oxide division, but as lined up here it would also apply to white lead. I see no particular objection to it, but I do see a big objection to including a paragraph not discussed or not voted upon.

Paragraph 7 is very ambiguous, and I am entirely against it as written. It may be just "window dressing", but if so, it may lead to trouble. It will take a great deal better definition of cost to make this paragraph mean anything, than a statement that such costs will include a portion of overhead, selling and administrative expense.

With violent fluctuations in the metal market and a staple price over a fairly long time of pigments such as white lead, we might all conceivably be guilty of infraction of the code. In addition, companies such as our own would have difficulty establishing exact costs and allocating the overhead to the various metals. Of course, we nor 1669 no one else can sell below cost indefinitely or generally without going out of business. Perhaps it is meant that each one shall judge his own interpretation of costs.

In addition to being against this paragraph, I also want to strenuously object to the inclusion of propositions in the code that have not been considered. What is the use in spending time and money to attend meetings and then have the important things run in without consideration?

With kindest personal regards, I am

Yours very truly,

F. O. Case,
Manager.

F.O.Case:vlc

1685 COMMISSION'S EXHIBIT NO. 517.

cc-R. P. Prentys
F. E. Wormser

November 10, 1933

Mr. W. P. Fuller, Jr. President
W. P. Fuller & Co.,
San Francisco, Calif.

Dear Mr. Fuller—

The third draft of the Pigments Section Code of the Lead Industries Association has been approved by the Executive Committee of the L. I. A. and Mr. Wormser has been told to file same as Washington when directed to do so. If so filed, it would come up for a hearing with Lead Industries Code when that hearing has been set by the administration. At the moment, it is impossible to guess how soon that will be.

You have received a copy of this third draft of the Supplemental Code, and it is the conclusion of all who attended the discussions, that it will be desirable to file at Washington. Mr. Wormser discussed with legal counsel the question as to whether, under the Sherman Act, all members of the industry could use a common form of sales contract without violation of said Act. While counsel was not disposed to give a definite and clear go ahead signal, it was concluded that the common use of a contract which established grades, basis for pig lead when differential contracts were being made, duration of contract, and general terms but which left the question of price strictly a matter between buyer and seller, with no agreement among members of the selling industry, there should be no contravention of the Sherman Act. Furthermore, it is believed by all members of the Pigment Section, who were present during the discussions, that it is desirable to have the privilege of using such uniform sales contract embodied as a feature in the code.

As the matter now stands, the Code provisions, aside from the usual features covering misbranding, libeling of competitors, etc., contain only two important paragraphs, one which relates to filing of price lists, reporting exceptions and the other to the use of a uniform sales contract.

It is, therefore, a very simple set up as compared with some of the elaborate codes which have been developed.

While you have been kind enough to give me your proxy in respect to these code matters, I would like, before Mr. Wormser is directed to file the Supplemental Code, to have your definite approval of such action and will therefore appreciate prompt reply.

With my kind regards,

Yours very truly,
F. M. Carter
President

1689 COMMISSION'S EXHIBIT NO. 518.

January 18, 1934

Mr. W. E. Maston, Vice President
Eagle Picher Lead Co.,
Cincinnati, O.

Mr. Harold Rowe, Assistant to the President
National Lead Co.,
Building.

Gentlemen:

Deputy Administrator Janssen suggested as a substitute for the paragraph written in our Code providing for the filing of price lists, the following paragraph:

"Schedules:

Section 3. Each member of the industry, within ten days after the effective date of this Code, shall file with the Secretary of the Code Authority, the price or prices and terms and conditions of sale at which he is offering his products for sale; this original filing to become effective on the date of such filing. Any member of the industry desiring to change the price or prices of his products and terms and conditions of sale shall notify the Code Authority of such intention by filing his revised schedule, which shall become effective ten days thereafter. The revised schedule so filed with the Code Authority shall be immediately distributed among the members of industry. In the event that any member of industry shall not receive sufficient notice of the filing by any other member of revisions

in such other member's price, or prices or terms and conditions of sale, as will enable him to meet such revisions of such other member on the effective date thereof, then if such member shall file with the Secretary of the Code Authority such revisions of his price or prices and terms and conditions of sale as may be required to meet the revisions filed by such other member, within 48 hours after the receipt of notice thereof, the revision so filed by such member shall become effective on the same date as the revisions of such other member, or if they be already effective shall become effective immediately."

This paragraph, as you know, differs radically from that agreed upon by your Committee, which read as follows:

"Price Lists

Section 3. Each member of the Code shall file with the Secretary within ten (10) days after the effective date of this Code, his price list, together with terms and con-
1690 ditions of sale. Any change in the said list or terms shall be reported to the Secretary in writing within twenty four (24) hours after the effective date of such change. Any member making a sale or quotation at variance with his price list or terms on file at the time said sale or quotation is made, shall notify the Secretary concerning the variation by letter, mailed within twenty four (24) hours. The information, as reported, shall be reissued by the Secretary to the members at such time, and in such manner as may be determined by the members of the division."

The writer was in Washington on Tuesday, together with Mr. Wormser. We stated to Mr. Janssen that we do not regard the substituted paragraph as providing a workable and practical set-up. The reasons for this will, I am sure, be obvious to you and need not be gone into at this time.

We were told that the principal reason for suggesting a change is due to the delay they anticipate when the Code comes under the scrutiny of the Consumers Advisory Board, and possibly the Legal Division. Reason for this expected delay seems to be due principally to the fact that it is so different from similar provisions coming before these Boards. Mr. Janssen stated that if his recommended paragraph were used, it would go through without trouble, because it is in a form to which these Boards have become accustomed, because it conforms to paragraphs which have been favorably passed upon in other Codes, whereas in the

form as we wrote it, a lot of time would be spent looking for the "nigger in the woodpile".

If we insist, I think there is little doubt that we can re-insert our draft of this paragraph, but it is quite possible it could be re-written in a form more acceptable to all interested. It might, for example, be possible to provide for classification of sales and file price lists applying to such classification. This might produce a more stabilized price structure, upon which I expect we are all agreed is a desired result.

I wish you would pass this on to the people interested and when you have your meeting next week, see if we can come to a conclusion in the matter.

Yours very truly,
(Signed) F. M. Carter,
President.

1691 COMMISSION'S EXHIBIT NO. 519.

February 2, 1934.

Mr. W. E. Maston, Vice President
Eagle-Picher Lead Company
Temple Bar Building
Cincinnati, Ohio.

Dear Mr. Maston:

Thank you for mailing me a copy of the Zone Map for the White Lead-in-Oil Industry.

Very truly yours,

Secretary.

1692 The Eagle-Picher Lead Company

Producers of
Lead, Zinc and Allied Products
Temple Bar Building
Cincinnati

General Offices
Cincinnati

Wednesday
January 31, 1934

Mr. F. E. Wormser, Secretary
Lead Industries Association
New York, New York.

Dear Wormser:

I am enclosing Zone Map for the White Lead in Oil industry. I believe you will find it self-explanatory.

When new points are set up or any suggested change in the differential made they can in the future be passed through your office.

From this map we will eventually build up an official freight arrangement for this division of the lead industry.

Yours very,

W. E. Maston.

wem:q

1697 COMMISSION'S EXHIBIT NO. 522.

(Form of Postal Telegraph.)

October 30, 1933.

Mr. F. M. Carter
c/o Palmer House
Chicago, Illinois

Locke Believes Agreement Upon Suggested Uniform Basis Of Sale Pending Approval From Washington To Code Might Place Us On Uncertain Legal Ground And Might Be Embarrassing Later Stop He Suggests One Member Use Uniform Basis And Others Follow Voluntarily

F. E. Wormser,
Secretary Lead Industries Association

1698 October 30, 1933.

Mr. F. M. Carter
c/o Palmer House
Chicago, Illinois

Dear Mr. Carter:

I called on Mr. Locke this afternoon to obtain his opinion with respect to the legality of immediately installing a Uniform Basis of Sale for the Lead Oxides and Dry Products by agreement among the producers. Mr. Locke read the Supplementary Code provisions, Article II, and also the suggested outlines of the Uniform Basis for Sale. Although he noted that stipulations as to price had been omitted from the outlines, he felt that it might be unsafe to have an agreement prior to the approval of our Code as factors other than price in the Uniform Sales Contracts might possibly be picked up by the authorities as having a bearing on price and hence being in restraint of trade.

He suggested that the best practical solution for the moment seemed to be the adoption of the Uniform Basis of Sale by one or more of the interested members, which could be followed voluntarily by the others, without agreement on the subject but merely because it was individually to their best interests to do so.

I wired you the substance of Mr. Locke's views for no doubt you will wish to discuss the subject further with other members who now happen to be in Chicago.

Sincerely yours,

Secretary.

1706 COMMISSION'S EXHIBIT NO. 523.

F. E. Wormser
Same to W. E. Maston
F. O. Case
R. B. Coolidge, Jr.

November 9, 1933

Mr. P. E. Sprague, Vice President
Metals Refining Co.,
Hammond, Indiana.

Dear Mr. Sprague—

While legal counsel did not give Mr. Wormser a go ahead signal on the question as to whether the adoption of a uniform sales contract would be in strict conformity with the Sherman Act, it is our own conclusion that the common use of a contract which sets forth general terms, specifies grades, etc. but is entirely free from any price agreement would not be subject to criticism or involve us in trouble with the Sherman Act, or similar legislation.

The Pigments Section supplemental code as finally agreed upon was submitted to the Executive Committee of Lead Industries Association and was approved. Mr. Wormser was told to await directions with respect to filing. He is ready to file at Washington whenever so told.

I understand it to be the wish of the Committee to have this Supplemental Code filed so that it may be included in the hearing to be given to Lead Industries at some future time.

In order to avoid any possible misunderstanding, would like to have each member of the Committee who has sat in the discussions, confirm the above understanding, which please do by writing a letter to me.

Yours very truly,

F. M. Carter,
President.

1707 COMMISSION'S EXHIBIT NO. 524.

Lead Industries Association
420 Lexington Avenue
New York, N. Y.

Lead Pigments Code
Fourth Draft

Supplemental Code of Fair Competition for the Lead Pigments Division of the Lead Industries Association.

As provided in Art. XIII of the Code of Fair Competition for the Lead Industries, hereinafter termed the "Master Code," this supplementary code is hereby made a part of said Master Code with the same force and effect as any provisions thereof, except that it shall be applicable only to Lead Pigments, as defined in Art. II of said Master Code; i. e., basic carbonate white lead, dry or in oil, basic lead sulphate, dry or in oil, litharge, red lead, dry or in oil, orange mineral and other lead oxides with or without metallic lead content.

Price Lists.

Art. I—Each member of the Code shall file with the Secretary within ten (10) days after the effective date of this Code, his price list, together with terms and conditions of sale. Any change in the said list or terms shall be reported to the Secretary in writing within twenty-four (24) hours after the effective date of such change. After December 31, 1933, any member making a sale or quotation at variance with his price list or terms on file at the time said sale or quotation is made, shall notify the Secretary concerning the variation by letter, mailed within twenty-four (24) hours. The information, as reported, shall be reissued to the members at such time, and in such manner as may be determined by them.

Uniform Sales Contracts.

Art. II—Uniform sales contracts specifically designed for use in selling Dry White Lead and Lead Oxides shall be developed as soon as practicable and thereafter used by all members after said contract forms shall have been

adopted by a two-thirds vote of members manufacturing the products to which the contracts apply. From time to time, changes in the uniform sales contracts can be made by a two-thirds vote of members manufacturing such products. All sales shall conform to the conditions set forth in the uniform contract forms.

1708 Unfair Trade Practices.

Art. III—The following shall be considered unfair trade practices and are violations of this code:

(a) Misbranding or misrepresentation of lead pigments.

(b) Making or promising to any purchaser or prospective purchaser of lead pigments, or to any officer, employee, agent or representative of any such purchaser or prospective purchaser, any commission, gratuity, or other payment or remuneration, directly or indirectly, except in the case of payments made with the consent of the employer for definite service rendered.

(c) Inducing or in any manner attempting to induce a breach, default or cancellation of a contract between a competitor and his customer during the term of such contract.

(d) Guaranteeing for a definite time the life and/or service of lead pigments.

(e) Making false or derogatory statements with respect to the prices, policies, products, practices, business or credit of any competitor.

(f) Exchanging the products of a member for those of another.

(g) No merchandise shall be sold at a concession in price, or used as an inducement, to influence the sale of any lead product, nor shall any concession be given in the price or terms of sale of a lead product to influence the sale of any other merchandise.

Returned Goods.

Art. IV—No member of the Code shall accept the return of merchandise without first giving consent for its return. On such goods as are accepted for return, a reasonable charge shall be made and freight charges must be prepaid by the shipper returning the merchandise, except in the case of defective products or where in some other way the manufacturer may be responsible.

1709 Lead Industries Association
420 Lexington Avenue
New York, N. Y.

(To be submitted to N. R. A. with Supplemental Code.)

Suggested Outline of Uniform Basis for Sale of Lead Oxides in Carlots.

"Sale" or "Order" as used herein refers to any transaction whereby a Seller quotes on or becomes obligated to deliver material.

Whatever terminology may be used, the intent and meaning thereof shall conform to the following requirements of sales:

(1) Material—Dry Oxides of lead, or mixtures consisting principally thereof, each grade of material to be specifically designated.

Guarantees as to Pb_3O_4 content of red lead shall be given on only two grades, designated respectively as Grinders Red Lead 95% Pb_3O_4 and Grinders Red Lead 98% Pb_3O_4.

(2) Quantity—As agreed between Buyer and Seller, provided, however, that

(a) Each order or release shall be an amount not less than 20 tons.

(b) Any quantity to be supplied at an average price must be definitely fixed prior to the beginning of the period whose average governs the price thereof.

(3) Period—To be specified.

(4) Packages—To be agreed upon and specified for each grade of material. Special packages required by buyer shall be charged for according to cost.

(5) Price—As agreed between Buyer and Seller.

(6) Delivery—F. o. b. cars Seller's shipping point, or by truck, f. o. b. Buyer's premises.

(7) Transportation Allowance—The actual freight paid by buyer. Cartage may be allowed at warehouse points where it is a practice to make free store-door delivery.

(a) On pick-ups by Buyer's trucks: No allowance.

(b) Shipment via Buyer's boats: Allow the actual amount Seller would have paid for like transportation at published rates in effect on date of shipment up to 40¢ per cwt. after equalization with nearest manufacturing point.

(8) Shipment—As ordered, within 60 days from date of order in carlots with reasonable notice to Seller, provided also.

(a) Deferred shipments are to be billed on the basis originally applicable thereto. Seller may bill orders in excess of 500 tons on basis of pig lead cost therefor on 30 day terms from date of sale.

(b) Shipments at average price shall be made only against orders placed before the beginning of the period whose averages governs the price, each such order to constitute a firm sale.

1710 (c) Shipment by truck must be complete on each carlot quantity the third day from date of shipping the first portions.

(9) Terms—One per cent for cash ten days from date of shipment, net thirty days, subject to Buyer maintaining credit position acceptable to Seller.

(10) Taxes—Any tax or other governmental charge upon the production and/or shipment of goods sold imposed by Federal law, and applicable to this transaction, shall be added to the price and be paid by the Buyer.

(11) Force Majeure—Subject to strikes, fires, floods, delay in transportation and other causes beyond the control of either party; this contract to be deemed suspended so long as such causes prevent or delay its execution.

1711 Lead Industries Association
420 Lexington Avenue
New York, N. Y.

(To be submitted to N. R. A. with Supplemental Code.)

Suggested Outline of Uniform Basis for Sale of Lead Oxides and Dry White Lead in Less Carload Lots.

"Sale" or "Order" as used herein refers to any transaction whereby a Seller quotes on or becomes obligated to deliver material.

Whatever terminology may be used, the intent and meaning thereof shall conform to the following requirements of sale.

(1) Material—Dry oxides of lead, or mixtures consist-

ing principally thereof, and dry basic carbonated white lead, each grade of material to be specifically designated.

Guarantees as to Pb_3O_4 content of red lead shall be given on only two grades, designated respectively as Grinders Red Lead 95% Pb_3O_4 and Grinders Red Lead 98% Pb_3O_4.

(2) Quantity—Any amount as agreed

(3) Period—As desired, to be specified.

(4) Packages—As agreed.

(5) Price—(a) Spot sales—Sellers card or quoted price in effect on date of order.

(b) Contract sales—Price to govern will be sellers card or quoted price on date of contract protected against advance or decline on undelivered portions to the end of the current calendar quarter.

(6) Delivery—F. o. b. cars Seller's shipping point, or by truck, f. o. b. Buyer's premises.

(7) Transportation Allowance—The actual freight paid by buyer. Cartage may be allowed at warehouse points where it is a practice to make free store-door delivery.

(8) Shipment—(a) Spot sales—As ordered within 30 days from date of order with reasonable notice to Seller.

(b) Contract sales—As ordered with billing of undelivered portion or cancellation at end of calendar quarter at Br er's option.

(9) Terms—One per cent for cash in ten days from date of shipment, net 30 days, subject to Buyer maintaining credit position acceptable to Seller.

(10) Taxes—Any tax or other governmental charge upon the production and/or sale and/or shipment of goods sold imposed by Federal law, and applicable to this transaction, shall be added to the price and be paid by the Buyer.

(11) Acceptance—Subject to price changes.

1714 COMMISSION'S EXHIBIT NO. 527.

From File of F. M. C.

2501 Union Central Bldg.
Cincinnati, Ohio,
June 15, 1933

Mr. E. J. Cornish,
Chairman of the Board,
National Lead Company,
New York, N. Y.

Dear Mr. Cornish:

Upon my arrival home, and as soon as I was able to see Mr. Hertenstein, I acquainted him with the gist of our conversation in reference to the Eagle-Picher Lead Company and your present interest in the purchase of the assets of that company.

From him, I learned that the Eagle-Picher Lead Company, within the next two weeks, is to have a stockholders vote upon the reduction of the company's stock from a par of $20.00 to one of $10.00 per share. He is so engrossed with this matter that he does not see how he can take up the matter with Washington, which we discussed in your office, until after the date of this meeting.

He also stated that he thought there would be considerably more difficulty in getting the permission you desired in view of the apparently hostile attitude of the present Administration toward business.

I will keep you posted.

Very truly yours,

/S/ Albert Chatfield.

AC

1715 COMMISSION'S EXHIBIT NO. 528.

From File of F. M. C.

Cincinnati, Ohio,
July 20, 1935.

Mr. F. M. Carter, Pres.,
National Lead Company,
111 Broadway,
New York City.

Dear Mr. Carter:

Since my return, I have been in touch with Mr. Hertenstein in an effort to get together 675,000 shares of the stock of The Eagle-Picher Lead Company, less the 50,000 shares owned by your Company. This, I find, will be a harder job than I anticipated, owing to the fact that after 500,000 shares have been rounded up, the remainder of the stock is held in much smaller lots and it takes considerable time and effort to call upon and explain the matter in question to each stockholder.

However, I am working toward the end you proposed and will acquaint you with the progress I am making from time to time.

Yours very truly,
/S/ Albert Chatfield.

1718 COMMISSION'S EXHIBIT NO. 533.

E. I. Du Pont De Nemours & Company, Inc.
Wilmington, Delaware

March 2, 1938.

National Lead Co.,
111 Broadway,
New York, N. Y.

Gentlemen:

—Mr. Harold Rowe—
Assistant to President.

For the purpose of calculating replacement costs of Dry White Lead and Grinders Lead under our new contract, will you please forward your latest price card, showing the published card price of subject material, and also forward card showing any subsequent changes, addressed to the DuPont Company, care of the following individuals:—

H. S. Risler
2100 Elston Ave.
Chicago, Ill.

W. R. Barrett
Hamilton & St. John Sts.
Flint, Michigan

W. F. Tierman
3500 Gray's Ferry Rd.
Philadelphia, Pa.

F. J. Griffin
Everett Station 49
Boston, Mass.

C. W. Clark
Rm. 8024, duPont Bldg.
Wilmington, Del.

D. C. Kennedy
Box 608
South San Francisco,
Cal.

T. F. Burns
Box 188
West Toledo Station
Toledo, Ohio.

Yours very truly,

/S/ E. B. Nelson—smp
Division Purchasing Agent.

E. B. Nelson—smp

1719 COMMISSION'S EXHIBIT NO. 534.

E. I. Du Pont De Nemours & Company, Inc.
Wilmington, Delaware

March 10, 1938

National Lead Co.
111 Broadway
New York, N. Y.

Attention of Mr. Harold Rowe
Assistant to the President

Dear Harold:

In connection with my letter of March 8th and your favorable reply of the 9th, will ask if you do not think it advisable for you to give us a letter at the beginning of every period, covering the price to be in effect for the quarter, subject to any decline changes. In this way we would not depend upon receipt of the card, but would have for our file and transmitting to departments, the exact and definite information.

Yours very truly,
/S/ E. B. Melson,
Division Purchasing Agent.

E. B. Melson:smp

1720 COMMISSION'S EXHIBIT NO. 535.

National Lead Company
111 Broadway
New York

September 13, 1940.

Mr. E. B. Nelson, Div. Pur. Agt.
E. I. du Pont de Nemours & Co., Inc.
Wilmington, Delaware.

Dear Mr. Nelson—

This is to advise you that we are making no change in our prices for Dry White Lead and Basic Lead Sulphate, in barrels, for contracts for the fourth quarter of 1940. Shipments up to and including December 31st will be charged as follows:

For Plants Located in the East and Middle West Territories	C/L Lots	LCL Lots
Dry White Lead	7¢ per pound	7¼¢ per pound
Basic Lead Sulphate	6¼¢ per pound	6½¢ per pound

Pacific Coast prices—¼¢ per pound higher.

Any reduction in our prices during this period will become effective at once.

We are very pleased to have the opportunity to continue to serve your company.

Yours very truly,
/s/ Harold Rowe—K.V.

EH

1721 **COMMISSION'S EXHIBIT NO. 538.**

National Lead Company
111 Broadway
New York

April 8, 1941.

Mr. J. L. Roque, Ass't. Mgr.
National Lead Company
Chicago Branch.

Dear Mr. Roque—

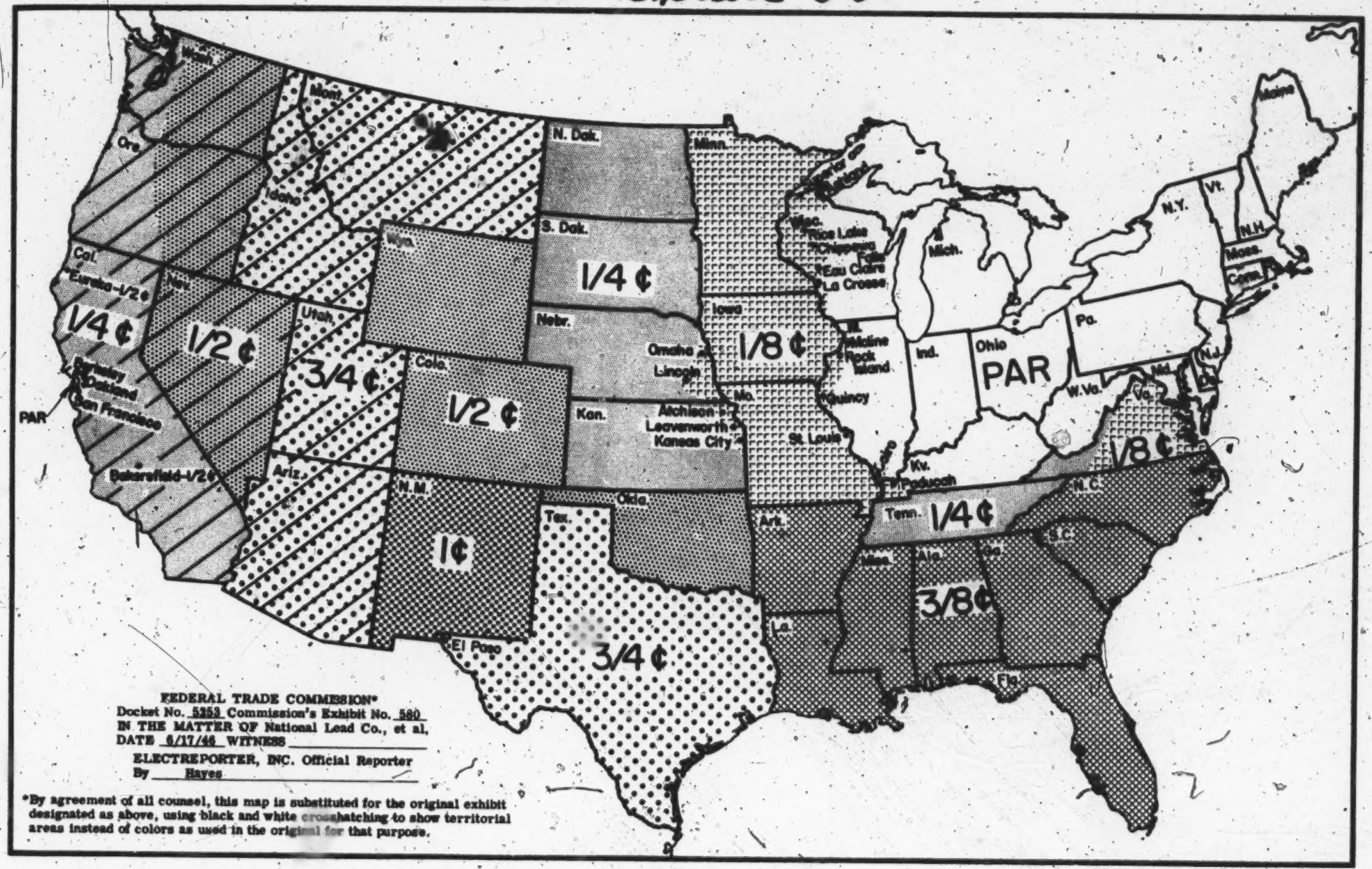
Referring to your letter of April 4th and mine of the 7th regarding cash discounts, I notice an article on page 4 in this week's Oil, Paint & Drug Reporter in which the DuPont Company announces a change in their policy which will become effective on orders received on and after May 1st. Perhaps others in the industry will follow this good example which would make it possible for us to do likewise without too much disturbance among our dealers.

Yours very truly,

/S/ Harold Rowe.

HR:EH

Comm. Exhibit 580.



FEDERAL TRADE COMMISSION*
Docket No. 5253 Commission's Exhibit No. 580
IN THE MATTER OF National Lead Co., et al,
DATE 6/17/46 WITNESS _____
ELECTREPORTER, INC. Official Reporter
By Hayes

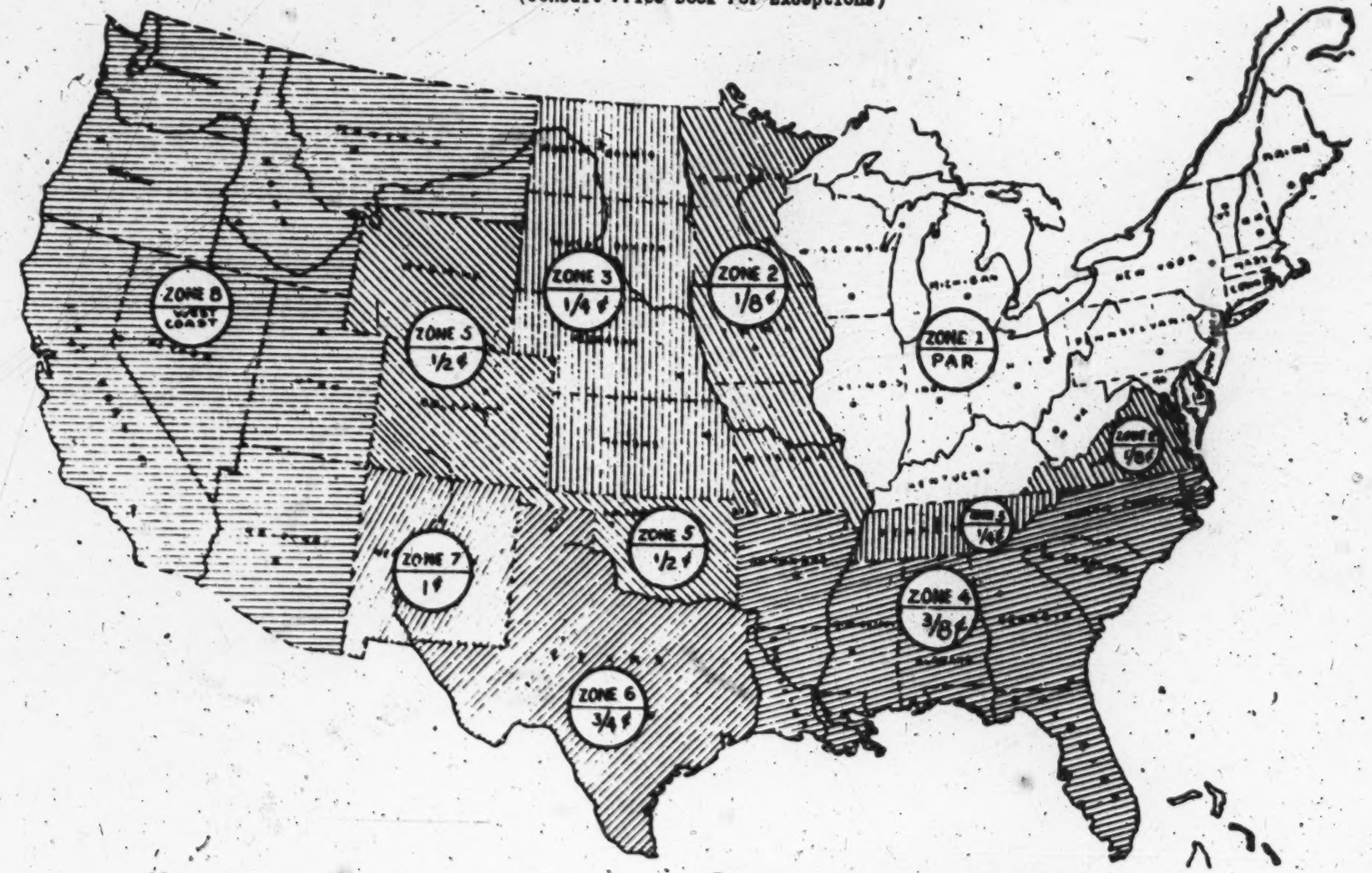
*By agreement of all counsel, this map is substituted for the original exhibit designated as above, using black and white crosshatching to show territorial areas instead of colors as used in the original for that purpose.

2471

Com. Dk. 585

January 1, 1937

MAP SHOWING ZONE BOUNDARIES AND WHITE L/O DIFFERENTIALS
(Consult Price Book For Exceptions)



FEDERAL TRADE COMMISSION
EXHIBIT NO. 584
IN THE MATTER OF MAIL LEAD CO. ET AL
DATE 6-18-46 WITNESS
OFFICIAL REPORTER

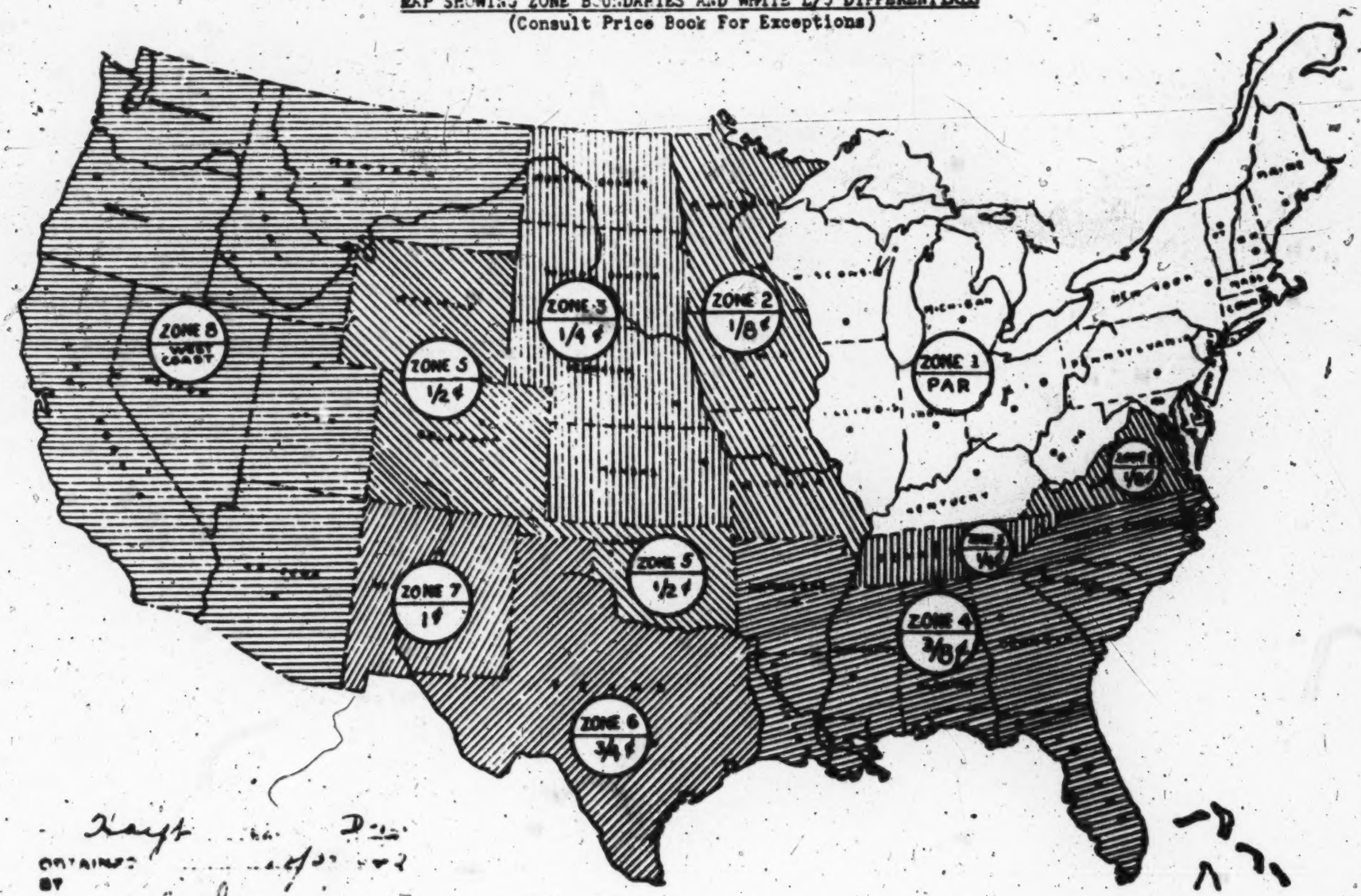
ELECTROPORTER, INC
BY Noyes

1759

2478

Com. E4 5586

MAP SHOWING ZONE BOUNDARIES AND WHITE L/D DIFFERENTIALS
(Consult Price Book For Exceptions)

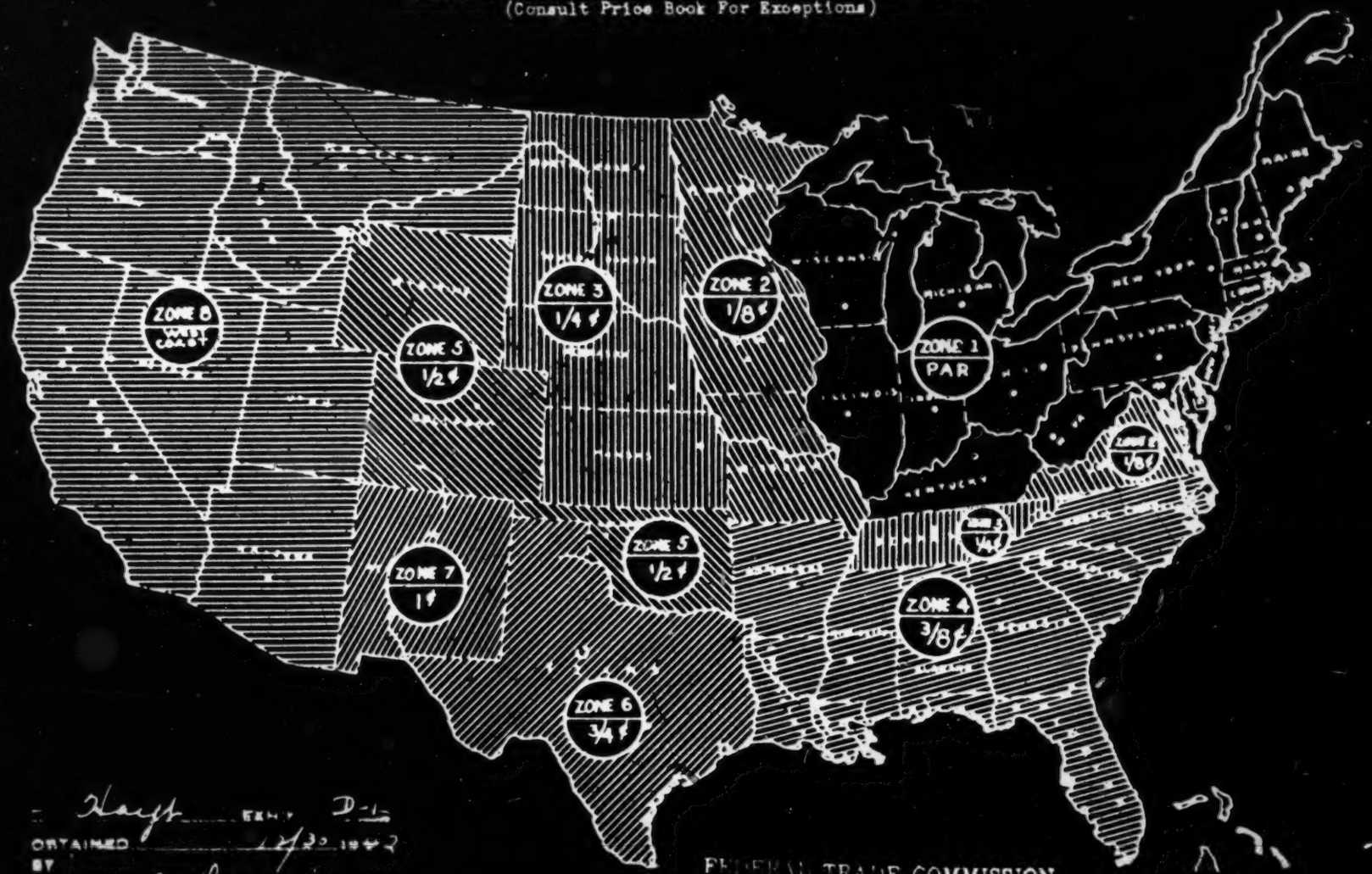


36
1760

2473

Comm. Ex. 587
RD

MAP SHOWING ZONE BOUNDARIES AND WHITE L/O DIFFERENTIALS
(Consult Price Book For Exceptions)



Hoyt EXHIBIT D-1
OBTAINED 12/30 1942
BY
ATTORNEY EXAMINER
1-17116

FEDERAL TRADE COMMISSION
Docket No. 5253 Commission's Exhibit No. 587
IN THE MATTER OF Nat'l Lead Co et al
DATE 6/18/46
INC. Official Reporter
By Hoyez

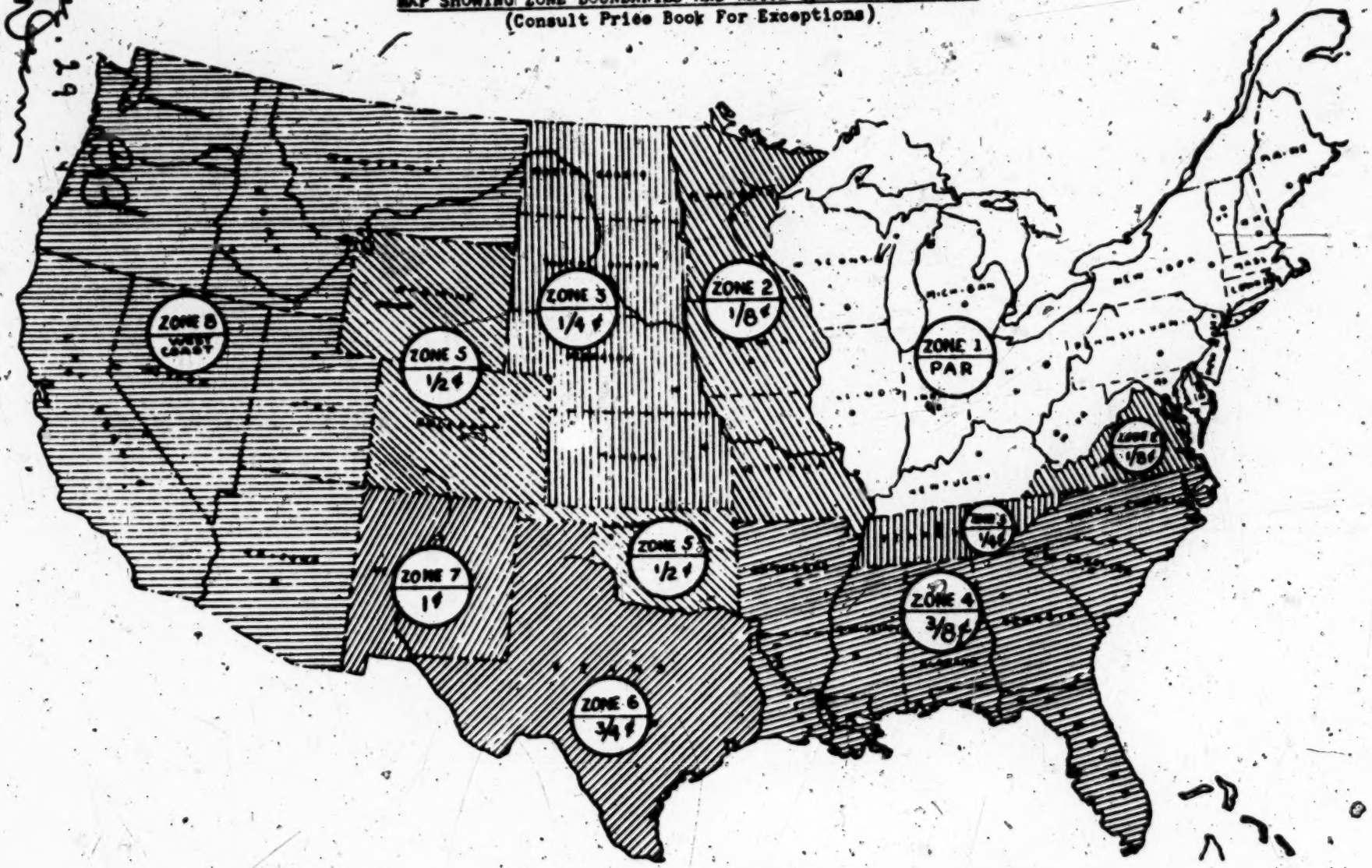
1761

January 1, 1937

2474

Com. Ex. 588

MAP SHOWING ZONE BOUNDARIES AND WHITE L/O DIFFERENTIALS
(Consult Price Book For Exceptions)



FEDERAL TRADE COMMISSION
[illegible] 5353 [illegible] EXHIBIT NO. 588
[illegible] NAT'L LEAD CO. ET AL
[illegible] 6/18/46 [illegible]
ELECTROPOWER, INC. OFFICIAL REPORTER BY HOYEL

1762

2475

Haight Dec. 29
R. T. Green

1-17116

January 1, 1937

1763 COMMISSION'S EXHIBIT NO. 589.

The Eagle-Picher Sales Company
General Offices, Cincinnati
Eagle Keg Products.

Explanation of Zones.

Zone 1 (par)

The entire states of:

Maine	Delaware
Massachusetts	District of Columbia
Ohio	Indiana
New Jersey	Vermont
Maryland	Rhode Island
New Hampshire	New York
Connecticut	Pennsylvania
Michigan	West Virginia

Kentucky: except Paducah, Mayfield, Benton and Fulton.
Illinois: except Cairo, Moline, Rock Island, and Metropolis.
Wisconsin: except LaCrosse, Eau Claire, Superior, Menominee, Sparta and Chippewa Falls.
Missouri, following towns only: Kirkwood, Manchester, Maplewood, St. Charles, Webster Groves, St. Louis, Clayton and Ferguson.
Virginia, following counties only: Arlington and Fairfax.

Zone 2 (⅛)

Kentucky, following towns only: Paducah, Mayfield, Benton and Fulton.
Illinois, following towns only: Cairo, Moline, Rock Island, and Metropolis.
Wisconsin, following towns only: LaCrosse, Eau Claire, Superior, Menominee, Sparta and Chippewa Falls.
Missouri, except Kirkwood, Manchester, Maplewood, St. Charles, Webster Groves, St. Louis, Clayton and Ferguson.
Nebraska, following towns only: Lincoln and Omaha.
Kansas, following towns only: Atchison, Kansas City, Galena and Leavenworth.
Minnesota, entire state.

Iowa, entire state.
Virginia: Except Fairfax, Arlington, Bath, Alleghany, Craig, Montgomery, Floyd, Carroll, Pulaski, Giles, Bland, Wythe, Grayson, Smyth, Tazewell, Buchanan, Russell, Washington, Scott, Dickinson, Wise and Lee Counties.

Zone 3 (¼)

Tennessee, entire state.
South Dakota, entire state.

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WL
1764

North Dakota, entire state.
Kansas, entire state: except Atchison, Leavenworth, Kansas City and Galena.
Nebraska, entire state: except Lincoln and Omaha.
Virginia: following counties only: Bath, Alleghany, Craig, Montgomery, Floyd, Carroll, Pulaski, Giles, Bland, Wythe, Grayson, Smyth, Tazewell, Buchanan, Russell, Washington, Scott, Dickenson, Wise and Lee Counties.

Zone 4 (⅜)

Texarkana, Texas.
The entire states of:

Louisiana	Mississippi
Georgia	Alabama
North Carolina	Florida
Arkansas	South Carolina

Zone 5 (½)

The entire states of Oklahoma, Wyoming, Colorado.
Texas: Marshall only.

Zone 6 (¾)

The entire state of Texas, except El Paso, Marshall and Texarkana.

Zone 7 (1¢)

The entire state of New Mexico. Texas: El Paso only.

Zone 8 (Pacific Coast)

The entire states of:

Montana	Utah
Idaho	Nevada
Washington	California
Oregon	Arizona

Note: Check carefully the above Zone Explanation. There have been changes in the Zones themselves and in the differentials. Positively no exceptions to above.

November 1, 1938 Page 6
WL

1765 COMMISSION'S EXHIBIT NO. 590.

The Eagle-Picher Sales Company
General Offices, Cincinnati

Eagle White Lead in Oil (Schedule IV).
Consumers (T8).

Description			FOB	Symbols
Terms: 60 days, 2% cash in 10 days.				
White Lead in Oil.				
Zone 1.	Less than 500# lots	500# lots or more		
In 100 # kegs	$13.25	$12.75	(19)	EHIJOQ
50 # "	13.50	13.00	(19)	EHIJOQ
25 # "	13.75	13.25	(19)	EHIJOQ
12½ # "	14.00	13.50	(19)	EHIJOQ
5 # cans	16.25	15.75	(19)	EHIJOQ
1 # "	18.25	17.75	(19)	EHIJOQ
Zones 2, 3, 4, 5, 6 & 7	##	##	(19)	EHIJOQ
Zone 8	**	**	(19)	EHIJOQ

May 1, 1941 Page 11
(Cancels Sheet dated Oct. 1, 1939) WL

1766 Eagle White Lead in Oil (Schedule V).

Miscellaneous Contracting Painters (T16).

Description			FOB	Symbols
Terms: 60 days, 2% cash in 10 days.				
White Lead in Oil.				
Zone 1.	Less than 500# lots	500# lots or more		
In 100 # kegs	$12.25	$11.75	(19)	EHIJOQ
50 # "	12.50	12.00	(19)	EHIJOQ
25 # "	12.75	12.25	(19)	EHIJOQ
12½ # "	13.00	12.50	(19)	EHIJOQ
Zones 2, 3, 4, 5, 6 &7	##	##	(19)	EHIJOQ
Zone 8	##	##	(19)	EHIJOQ

May 1, 1941. Page 10-A

(Cancels sheet dated Oct. 1, 1939.) WL

1767 **Eagle White Lead in Oil (Schedule III).**

Preferred Contracting Painters (T15).

Description	FOB	Symbols

Terms: 60 days, 2% cash in 10 days.

White Lead in Oil.

Zone 1.

Lots 5 Tons or Over—
1 Delivery
Per Cwt.

In 100 # kegs	$10.75	(19)	EHIJOQ
50 # "	11.00	(19)	EHIJOQ
25 # "	11.25	(19)	EHIJOQ
12½ # "	11.50	(19)	EHIJOQ
Zones 2, 3, 4, 5, 6 and 7	#	(19)	EHIJOQ
Zone 8	**	(19)	EHIJOQ

Note: Above schedule to be used only with approval of Sales Manager. A majority of the business will be handled direct. In a few rare instances, where a distributor's regular painter customer wishes to purchase five (5) tons at one time, in one delivery, the distributor may participate. His profit will be the difference between his cost ($10.25) per Cwt. and the special five (5) ton price ($10.75) per Cwt. On all such sales Eagle-Picher is to ship direct to contractor.

May 1, 1941 **Page 10**

(Cancels sheet dated Oct. 1, 1939). **WL**

1768 **Eagle White Lead in Oil (Schedule II).**

Paint Dealers (T7).

Description			FOB	Symbols
Terms: 60 days, 2% cash in 10 days.				
	White Lead in Oil.			
Zone 1.	**Less than 500# lots**	**500# lots or more**		
In 100 # kegs	$11.50	$11.25	(19)	EHIJOQ
50 # "	11.75	11.50	(19)	EHIJOQ
25 # "	12.00	11.75	(19)	EHIJOQ
12½ # "	12.25	12.00	(19)	EHIJOQ
5 # cans	14.00	13.75	(19)	EHIJOQ
1 # "	15.75	15.50	(19)	EHIJOQ
Zones 2, 3, 4, 5, 6 & 7	#	#	(19)	EHIJOQ
Zone 8	**	**	(19)	EHIJOQ

May 1, 1941 Page 9

(Cancels Sheet dated Oct. 1, 1939) WL

1769 **Eagle White Lead in Oil (Schedule I).**

Distributors (T14).

Description	FOB	Symbols
Terms: 2%, 15th Prox.		
White Lead in Oil—Any Quantity per Cwt.		
On Consignment.		
Zone 1.		
In 100 # kegs	$10.25 (21)	EJNOPR
50 # "	10.50 (21)	EJNOPR
25 # "	10.75 (21)	EJNOPR
12½ # "	11.00 (21)	EJNOPR
For Direct Sale Only.		
Terms: 60 days, 2% cash in 10 days.		
In 5# cans	$12.25 (21)	EJNOPR
1# "	13.75 (21)	EJNOPR
Zones 2, 3, 4, 5, 6 and 7	# (21)	EJNOPR
Zone 8	** (21)	EJNOPR

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(Cancels Sheet dated Oct. 1, 1939) **WL**

Com. Ex. 590-F

January 1, 1937

MAP SHOWING ZONE BOUNDARIES AND WHITE L/C DIFFERENTIALS
(Consult Price Book For Exceptions)

FEDERAL TRADE COMMISSION
Docket No. 6253 Commission's Exhibit No. 590-F

1770

2485

1771 The Eagle-Picher Sales Company
General Offices, Cincinnati
Eagle Keg Products.

Explanation of Zones.

Zone 1 (par)

The entire states of:

Maine	Delaware
Massachusetts	District of Columbia
Ohio	Indiana
New Jersey	Vermont
Maryland	Rhode Island
New Hampshire	New York
Connecticut	Pennsylvania
Michigan	West Virginia

Kentucky: except Paducah, Mayfield, Benton and Fulton.
Illinois: except Cairo, Moline, Rock Island, and Metropolis.
Wisconsin: except LaCrosse, Eau Claire, Superior, Menominee, Sparta and Chippewa Falls.
Missouri, following towns only: Kirkwood, Manchester, Maplewood, St. Charles, Webster Groves, St. Louis, Clayton and Ferguson.
Virginia, following counties only: Arlington and Fairfax.

Zone 2 ($\frac{1}{8}$)

Kentucky, following towns only: Paducah, Mayfield, Benton and Fulton.
Illinois, following towns only: Cairo, Moline, Rock Island, and Metropolis.
Wisconsin, following towns only: LaCrosse, Eau Claire, Superior, Menominee, Sparta and Chippewa Falls.
Missouri, except Kirkwood, Manchester, Maplewood, St. Charles, Webster Groves, St. Louis, Clayton and Ferguson.
Nebraska, following towns only: Lincoln and Omaha.
Kansas, following towns only: Atchison, Kansas City, Galena and Leavenworth.
Minnesota, entire state.
Iowa, entire state.

Virginia: Except Fairfax, Arlington, Bath, Alleghany, Craig, Montgomery, Floyd, Carroll, Pulaski, Giles, Bland, Wythe, Grayson, Smyth, Tazewell, Buchanan, Russell, Washington, Scott, Dickinson, Wise and Lee Counties.

Zone 3 (¼)

Tennessee, entire state.
South Dakota, entire state.

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WL

1772

North Dakota, entire state.

Kansas, entire state: except Atchison, Leavenworth, Kansas City and Galena.

Nebraska, entire state: except Lincoln and Omaha.

Virginia: following counties only: Bath, Alleghany, Craig, Montgomery, Floyd, Carroll, Pulaski, Giles, Bland, Wythe, Grayson, Smyth, Tazewell, Buchanan, Russell, Washington, Scott, Dickenson, Wise and Lee Counties.

Zone 4 (⅜)

Texarkana, Texas.

The entire states of:

Louisiana	Mississippi
Georgia	Alabama
North Carolina	Florida
Arkansas	South Carolina

Zone 5 (½)

The entire states of Oklahoma, Wyoming, Colorado.
Texas: Marshall only.

Zone 6 (¾)

The entire state of Texas, except El Paso, Marshall and Texarkana.

Zone 7 (1¢)

The entire state of New Mexico. Texas: El Paso only.

Zone 8 (Pacific Coast)

The entire states of:

Montana	Utah
Idaho	Nevada
Washington	California
Oregon	Arizona

Note: Check carefully the above Zone Explanation. There have been changes in the Zones themselves and in the differentials. Positively no exceptions to above.

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WL.

1773 Eagle Keg Products.

Identification of Symbols.

T14: Prices shown are available to only those accounts which have been properly approved by Division Manager, and who have subsequently entered into contract with Eagle-Picher which definitely establishes them as an Authorized Distributor.

#—To compute prices, Zones 2, 3, 4, 5, 6, and 7, increase prices per Cwt. shown for Zone 1 as follows:

Zone 2: For all sizes, add 12½¢
Zone 3: For all sizes, add 25¢
Zone 4: For all sizes, add 37½¢
Zone 5: For all sizes, add 50¢
Zone 6: For all sizes, add 75¢
Zone 7: For all sizes, add $1.00

##—To compute prices, Zones 2, 3, 4, 5, 6, and 7, increase prices per Cwt. shown for Zone 1 as follows:

Zone 2: For all sizes, add 13¢
Zone 3: For all sizes, add 25¢
Zone 4: For all sizes, add 38¢
Zone 5: For all sizes, add 50¢
Zone 6: For all sizes, add 75¢
Zone 7: For all sizes, add $1.00

*—Observe special qualifications of these accounts.

**—Quote as instructed by General Office.

E—Prices are net: No customer or quantity discounts.

H—Freight equalized with nearest Authorized Distributor's point on all shipments made to a destination in which no Distributor is located.

I—Freight allowed at not to exceed the established thru rate from nearest stockpoint to any destination in which an Authorized Distributor is located. On shipments to railroads, freight is allowed only to nearest point on buyer's line: to Steamship Lines, freight allowed only to dock. No freight allowance on small quantity shipments which do not equal carrier's minimum lot or rate requirement.

J—Stockpoint warehouses (LCL) quantities: All LCL shipments are to be made from stockpoint which can serve the destination most economically. Stockpoints are located as follows:

Baltimore, Md.
Boston, Mass.
Joplin, Mo.
Kansas City, Kansas.

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1774 Buffalo, N. Y.
Chicago, Ill.
Cincinnati, Ohio
Cleveland, Ohio
Dallas, Texas
Detroit, Mich.
E. St. Louis, Ill.
Milwaukee, Wis.
Minneapolis, Minn.
Newark, N. J.
New Orleans, La.
Pittsburgh, Pa.
Philadelphia

N—Carload quantity defined: 36,000 lbs. All keg products can be shipped in mixed car to secure CL rate. CL shipments are to be made only from Cincinnati, Ohio.

O—Packages: Non-returnable lithographed steel kegs and cans of net weights shown in price schedule. I lb. cans packed 25 pounds to the carton. 5 pound cans packed 10 to the carton. Note: Only White L/O is available in 1 and 5 pound cans.

F.O.B. Points:

(1) Cincinnati, Ohio
(19) Stockpoint Warehouses
(21) Distributor's place of business.

P—Pertinent Information—(Distributors—(T14)

(a) Consignment arrangement (White L/O only): Authorized Distributor must render to Eagle-Picher on last business day of each month a report of all sales during the current month, accompanied by itemized inventory of remaining stock at close of month.

(b) Taxes: Any fee imposed by a governmental agency must be added to the prices shown in this schedule and borne by the Authorized Distributor.

(c) All shipments are made with transportation charges prepaid.

Q—Pertinent Information: (Except Distributors.)

(a) Terms:

To T7, T8 and T16, 2% 10 days. Net 60 days.

To T15: 2% 10 days. Net 30 days.

(b) Taxes: Any fee imposed by a governmental agency must be borne by the purchaser.

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(Cancels Sheet Dated January 1, 1937) WL

1775 (c) On direct sales made to a central purchasing agency which call for small shipments to be made to branches or subsidiaries, the quantity shipped to each destination will govern the price, and in differential territories the differential applicable at point of destination applies; if the point of destination is not a distributor's point and is equalized with the nearest distributor's point, the differential applicable at such distributor's point applies.

(d) If a buyer or distributor picks up his order of White Lead-In-Oil, or other keg products at our stock point warehouse, no allowance for cartage or trucking will be allowed.

R—Special Instructions: (Distributors)

(a) No products other than White L/O may be purchased on a consignment basis.

(b) For full details of consignment arrangement, see contract, "Appointment of....., as Distributor for Eagle White Lead in Oil."

S—Special Instructions:

(a) Sales to all branches of U. S. Government, quote as instructed by Division Office.

(b) Sales to any State, County, or Municipal Governmental Agency; quote as instructed by Division Office.
(c) Sales to Railroads and Steamship Lines; quote as instructed by Division Office.
(d) Sales of Dry Red Lead and Litharge to Industrials; quote as instructed by Division Office.

January 1, 1937 Page #3 WL

1776 Trade Classifications.

T6—Industrials

Manufacturing firms whose purchases are of such volume that especial prices are provided. No firm is entitled to the classification without approval of Sales Manager.

T7—Paint Dealers

Firms who purchase keg products either directly from Eagle-Picher or from an authorized Distributor for resale to painters or general consumers. Examples: hardware stores, paint stores, etc.

T8—Consumers

Individual private property owners and others not regular buyers of paint products.

T14—Authorized Distributors

Firms engaged in the resale of paint materials who have entered into a contract with Eagle-Picher entitling them to purchase Eagle White L/O on a consignment basis, and to enjoy especial prices on other keg products.

T15—Preferred Contracting Painters

Purchasers of Eagle White L/O in five (5) ton lots by one concern or individual for delivery at one time to one destination. Pooling of orders cannot be permitted.
See Note: Page 10.

T16—Miscellaneous Contracting Painters

Firms (or individuals) who purchase keg products for resale on an applied basis only, but whose purchases do not meet the quantity requirements defined under T15.

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(Cancels Sheet dated January 1, 1937) WL

1778-A COMMISSION'S EXHIBIT NO. 592.

Par zone:

New York	New Jersey	Kentucky
Pennsylvania	Rhode Island	Ohio
Maine	Delaware	Indiana
New Hampshire	Maryland	Michigan
Massachusetts	Vermont	Illinois
Connecticut	West Virginia	Wisconsin

Zone ⅛¢ differential:

Virginia
Minnesota
Iowa
Missouri

Zone ¼¢ differential:

Tennessee
North Dakota
South Dakota
Nebraska
Kansas

Zone ⅜¢ differential:

Arkansas	Georgia
Louisiana	North Carolina
Mississippi	South Carolina
Alabama	Florida

Zone ½¢ differential:

Oklahoma
Wyoming
Colorado

Zone ¾¢ differential:

Texas

Zone 1¢ differential:

New Mexico

1779-A COMMISSION'S EXHIBIT NO. 593.

F2 10/10/41

Euston White Lead in Oil.

Premium Zones and Price Differentials Applicable Thereto.

This supersedes previous schedule of differential zones.

(a) States in par territory (which take no differential premium): Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, New York, New Jersey, Pennsylvania, Maryland, Delaware, Ohio, West Virginia, Michigan, Indiana, Illinois, Wisconsin, Kentucky and District of Columbia.

Exceptions: Areas in above States which take ½¢ advance:

Kentucky—Mayfield, Paducah and Fulton.
Illinois—Cairo, Moline, Quincy and Rock Island.
Wisconsin—Eau Claire, LaCrosse, Superior, Ashland, Chippewa Falls and Rice Lake.

(b) States taking ½¢ advance differential: Minnesota, Iowa, Missouri and Virginia, also certain areas as per (a) above, in Kentucky, Illinois and Wisconsin and certain areas as per (c) below in Nebraska and Kansas.

Exceptions: Areas in above States which take no advance differentials:

Missouri—St. Louis, Clayton, Ferguson, Kirkwood, Manchester, Maplewood, St. Charles and Webster Groves.
Virginia—Arlington County and Fairfax County.

Areas in above States which take ½¢ advance:

Virginia—Southwestern section of Virginia including the following counties and points west: Bath, Allegheny, Craig, Montgomery, Floyd and Carroll.

(c) States taking ½¢ advance differential: Tennessee, North Dakota, South Dakota, Nebraska and Kansas. Also certain areas in Virginia as per (b) above.

Exceptions: Areas in above States which take ½¢ advance.
Nebraska—Lincoln and Omaha.
Kansas—Atchison, Kansas City and Leavenworth.

(d) States taking ¾¢ advance differential: North Carolina, South Carolina, Georgia, Florida, Alabama, Mississippi, Louisiana and Arkansas.

No exceptions.

(e) States taking ½¢ advance differential: Oklahoma, Colorado and Wyoming.

No exceptions.

(f) States taking ¾¢ advance differential: Texas.

Exceptions: Area in above State which takes a 1¢ differential: El Paso.

(g) States taking 1¢ advance differential: New Mexico.

No exceptions.

1780-A COMMISSION'S EXHIBIT NO. 594.

May 21, 1942.

Sherwin-Williams Products.
Lead and Zilo Price Differentials for S-W Warehouses and Stores.
(Excepting Pacific Coast Districts)

Eastern.

Akron, O.	E
Albany, Ga.	.37½
Albany, N. Y.	E
Alexandria, La.	.37½
Alice, Texas.	.75
Altoona, Pa.	E
Amarillo, Texas.	.75
Ambridge, Pa.	E
Amsterdam, N. Y.	E
Ann Arbor, Mich.	E
Appleton, Wisc.	E
Asbury, N. J.	E
Asheville, N. C.	.37½
Ashtabula, Ohio	E
Atlanta, Ga.	.37½
Augusta, Ga.	.37½
Aurora, Ill.	E
Austin, Texas	.75
Baltimore, Md.	E

Bangor, Maine	E
Baton Rouge, La	.37½
Beaumont, Texas	.75
Belleville, Ill	E
Bethesda, Md	E
Binghamton, N. Y	E
Birmingham, Ala	.37½
Bloomington, Ill	E
Bloomington, Ind	E
Boston, Mass	E
Bridgeport, Conn	E
Bristol, Va	.25
Brocton, Mass	E
Brownsville, Texas	.75
Buffalo, N. Y	E
Burlington, Vt	E
Butler, Pa	E
Camden, N. J	E
Canton, Ohio	E
Cape Girardeau, Mo	.12½
Cedar Rapids, Ia	.12½
Champaign, Ill	E
Charleston, S. C	.37½
Charleston, W. Va	E
Charlotte, N. C	.37½
Chattanooga, Tenn	.25
Cheyenne, Wyo	.50
Chicago, Ill	E
Chickasha, Okla	.50
Cincinnati, Ohio	E
Clarksburg, W. Va	E
Cleveland, Ohio	E
Colo. Springs, Colo	.50
Columbia, Mo	.12½
Columbia, S. C	.37½
Columbus, Ohio	E
Columbus, Ga	.37½
Concord, N. H	E
Corpus Christi, Texas	.75
Council Bluffs, Ia	.12½
Dallas, Texas	.75
Danbury, Ill	E
Danville, Ill	E
Davenport, Ia	.12½

Daytona Beach, Fla.	.37½
Dearborn, Mich.	E
Decatur, Ala.	.37½
Decatur, Ga.	.37½
Decatur, Ill.	E
Denver, Colo.	.50
Des Moines, Ia.	.12½
Detroit, Mich.	E
Dubuque, Ia.	E
Duluth, Minn.	.12½
Eau Claire, Wisc.	.12½
El Dorado, Ark.	.37½
Elmira, N. Y.	E
Endicott, N. Y.	E
Erie, Pa.	E
Evanston, Ill.	E
Evansville, Ind.	E
Fargo, N. D.	.25
Flint, Mich.	E
Florence, Ala.	.37½
Fort Lauderdale, Fla.	.37½
Fort Smith, Ark.	.37½
Fort Worth, Tex.	.75
Fond du Lac, Wisc.	E
Frankfort, Ky.	E
Gainesville, Tex.	.75
Galveston, Tex.	.75
Greeley, Colo.	.50
Greenville, Tex.	.75
Greensboro, N. C.	.37½
Hamilton, O.	E
Harlingen, Texas	.75
Hartford, Conn.	E
Henderson, Ky.	E
Houma, La.	.37½
Houston, Tex.	.75
Huntington, W. Va.	E
Hutchinson, Kan.	.25
Indianapolis, Ind.	E
Ithaca, N. Y.	E
Jackson, Mich.	E
Jackson, Miss.	.37½
Jacksonville, Fla.	.37½
Janesville, Wisc.	E

	Johnson City, N. Y.	E
	Johnson City, Tenn.	.25
	Johnstown, Pa.	E
	Joplin, Mo.	.12½
1780-B		
	Kansas City, Mo.	.12½
	Kansas City, Kan.	.12½
	Knoxville, Tenn.	.25
	La Crosse, Wisc.	.12½
	Lakeland, Fla.	.37½
	Lancaster, O.	E
	Lancaster, Pa.	E
	Lexington, Ky.	E
	Lima, O.	E
	Lincoln, Nebr.	.12½
	Little Rock, Ark.	.37½
	Longview, Tex.	.75
	Lorain, O.	E
	Louisville, Ky.	E
	Lowell, Mass.	E
	McKeesport, Pa.	E
	Macon, Ga.	.37½
	Mansfield, Ohio	E
	Marietta, Ga.	.37½
	Marietta, O.	E
	Marshall, Texas	.75
	Mattoon, Ill.	E
	Memphis, Tenn.	.25
	Miami, Fla.	.37½
	Miami Beach, Fla.	.37½
	Middletown, O.	E
	Milwaukee, Wisc.	E
	Minneapolis, Minn.	.12½
	Mobile, Ala.	.37½
	Moline, Ill.	E
	Monroe, La.	.37½
	Montgomery, Ala.	.37½
	Nashville, Tenn.	.25
	Newark, N. J.	E
	New Haven, Conn.	E
	New Orleans, La.	.37½
	Newport News, Va.	.12½
	New York, N. Y.	E
	Niagara Falls, N. Y.	E

Norfolk, Va	.12½
Norristown, Pa	E
North Platte, Neb	.25
Oak Cliff, Texas	.75
Okla. City, Okla	.50
Omaha, Nebr	.12½
Orlando, Fla	.37½
Ottumwa, Ia	.12½
Owensboro, Ky	E
Paducah, Ky	.12½
Paris, Texas	.75
Pensacola, Fla	.37½
Peoria, Ill	E
Petersburg, Va	.12½
Philadelphia, Pa	E
Pine Bluff, Ark	.37½
Pittsburgh, Pa	E
Poplar Bluffs, Mo	.12½
Port Arthur, Tex	.75
Port Chester, N. Y	E
Portland, Me	E
Providence, R. I	E
Queens Village, L. I	E
Quincy, Ill	E
Quincy, Mass	E
Richmond, Va	.12½
Rochester, N. Y	E
Rochester, Minn	.12½
Rockford, Ill	E
Rockville Center, N. Y	E
Saginaw, Mich	E
Salem, Mass	E
San Antonio, Tex	.75
Sandusky, Ohio	E
Savannah, Ga	.37½
Schenectady, N. Y	E
Scranton, Pa	E
Selma, Ala	.37½
Sheboygan, Wisc	E
Sherman, Texas	.75
Shreveport, La	.37½
Sioux City, Ia	.12½
Sioux Falls, S. D	.25
Spartanburg, S. C	.37½
Springfield, Ill	E

Springfield, Mass.	E
St. Louis, Mo.	E
St. Paul, Minn.	.12½
St. Petersburg, Fla.	.37½
Syracuse, N. Y.	E
Tallahassee, Fla.	.37½
Tampa, Fla.	.37½
Texarkana, Tex.	.37½
Toledo, Ohio	E
Tonawanda, N. Y.	E
Topeka, Kan.	.12½
Trenton, N. J.	E
Tulsa, Okla.	.50
Tupelo, Miss.	.37½
Tyler, Texas	.75
Uniontown, Pa.	E
Victoria, Tex.	.75
Waco, Texas	.75
Waltham, Mass.	E
Warren, Ohio	E
Waycross, Ga.	.37½
Waterloo, Ia.	.12½
Wheeling, W. Va.	E
White Plains, N. Y.	E
Wichita Falls, Tex.	.75
Wilkes Barre, Pa.	E
Wilkinsburg, Pa.	E
Worcester, Mass.	E
Yonkers, N. Y.	E
Youngstown, Ohio	E
Zanesville, Ohio	E

1781 COMMISSION'S EXHIBIT NO. 595.

(Letterhead of National Lead Company,
111 Broadway, New York.)

September 8, 1933

To All Branch Managers:

Please prepare as quickly as possible and send to this office a list of all towns in your territory where you think it would be desirable to appoint agents under the Agency System for selling, which is planned to go into effect October 1st.

One of the objectionable features of such a plan of selling is the extent to which money is locked up in consigned stocks scattered over the country. This is one important reason why great care must be used in offering the agency proposal. It should not be extended to accounts of small size, or where the turn over is slow.

In the Atlantic Branch, it was originally held to accounts selling not less than twenty tons per annum and to date there have been, I think, few exceptions to this standard. However, because this Branch has felt the need of securing better co-operation from a class of dealers of somewhat less importance, the revised plan which carries provision for the so-called "B" agents will permit the extension of the offer to smaller accounts, but which, it is hoped, can be developed into active sellers of lead.

The point we are trying to make is we must, at the outset, use care and go slow in the selection of agents; otherwise, we will accumulate too heavy a load of stock to carry. The offer should first be made to that type of account which either already is or in your judgment can be developed into a worthwhile distributor of white lead.

We want, therefore, at this time, and as quickly as possible, a list of those points where, in your judgment, the plan should be instituted. We hope to supply you very soon with a list of such towns which represent the ideas of other corroders. We think it will be desirable at this time to confine not only offers of the agency contract to dealers at these particular points, but also to avoid any mention of the new plan elsewhere.

After these lists have been checked over and considered, it is our thought that a letter should be sent to each account which you consider to be a desirable prospect, stating that on or about October 1st it is your intention to offer a new basis for the sale of white lead and your representative will call and explain the proposal in the immediate future.

At metropolitan points we think it would be very desirable to follow the plan used by the Atlantic Branch and the Philadelphia Branch in talking to important dealers as a group and explaining just what the new deal means and its advantages to the distributors of white lead. There is no need of going into this feature because it was discussed at length at the last meeting of the Sales Committee.

Yours very truly,

President.

1782 COMMISSION'S EXHIBIT NO. 596.

(Letterhead of National Lead Company,
111 Broadway, New York.)

October 21, 1933.

All Branch Managers:

It is possible that a decision may be made within a few days to go ahead with the agency plan for selling lead-in-oil which we had expected to put into effect on October 1st. Word will probably be sent you by wire and you should be prepared to get under way immediately. This letter is for the purpose of making clear some of the points that should be handled in a uniform manner by all branches.

Printed forms of the agency agreement are being made up here and a sufficient quantity to take care of their requirements will be mailed to each branch early next week. Forms for agent's monthly stock reports will be sent out shortly afterward. The latter will not be required before November 30th.

The agents' discounts are as follows—

"A" Agent.....10%—10% & 3%.
"B" Agent.....10% & 10%.

The Atlantic Branch will attach a rider to the agreement allowing an extra 1% to "A" Agents for tonnage sold and special service rendered. This will read as follows:

"For special service in encouraging the sale and consumption of White Lead by efficient merchandising methods and proper use and display of advertising material supplied by the manufacturer, the agent shall be allowed additional compensation amounting to 1% of the net paid value of the White Lead distributed by such agent provided his total annual sales aggregate ..... tons.

"Credit memorandum to cover such additional compensation as may become due, less any amount due the manufacturer, will be issued annually, or semi-annually, or as stipulated by the manufacturer, and neither the whole amount nor any part thereof shall be withheld or deducted by this agent from any remittance made or amount due the manufacturer prior to the actual issuance of said credit."

The tonnage requirement varies, depending upon the locality, but the extra 1% is not given to small accounts.

Sales made by the agent are to be at the full card price with the following exceptions—

	Discount
Painters	10%
Dealers (any quantity).....	10% & 4%
Painters or Dealers) 1,000 lbs. in one delivery.....	10% & 6%

1783 Small lots sold direct by you to dealers who are not agents are subject to discount as follows:

500 lb. lots.....10% & 4%.
1,000 lb. lots.....10% & 6%.

In other words, the agent is permitted to sell a dealer less than 500 pounds at 10% and 4% discount, while you will be obliged to charge the list.

The Atlantic Branch is planning to send out a card to all dealers on their mailing list (agent or otherwise), which will read "Re-print of list issued June 1, 1933" and will show our discount to dealers; namely, the 10% and 4% for 500 pounds, and the 10% and 6% for 1,000 pounds, mentioned above. It would seem desirable that you also do that.

Along with the agency contract should go a card showing

the list price, discounts and net prices. The one formerly used by the Atlantic Branch is attached. This card is important because it does away with the possibility of agents using the excuse that they made a mistake in figuring prices. They should not be permitted to give cash discount in spite of the fact that there are some good arguments for their doing so. It has been necessary to put this rule into effect in the Atlantic territory because of the price confusion after it was adopted.

Agents are not permitted to display any price in their stores other than the list. The Atlantic Branch has made up cards of this sort which are distributed to dealers. Mr. McNair believes that they are helpful in establishing the schedule. A sample will be sent to you as early as possible next week with all other printed matter the Atlantic Branch is planning to have made up.

As soon as you receive word to go ahead with the agency plan it will be in order for you to have contracts signed and start selling on consignment. If this occurs prior to November 1st, you should tell the agents that the new discount schedule will go into effect on November 15th.

Please note that the plan applies only to White Lead-in-Oil and does not include Dry White Lead or Oxides.

Owing to the fact that it will take some time for you to contact all customers that you desire to make agents, it will probably be advisable for you to write a letter to the ones you select, explaining briefly the new selling arrangement and telling them that your representative will call on them as soon as possible. Mr. Carter again would like to emphasize the importance of appointing at the start as "A" or "B" agents, only those concerns that you are sure properly qualify. It would be a great mistake to extend the plan too far down the line. Additions can be made easily at a later date.

If you are in doubt about any points, please do not delay in asking us for further information.

Yours very truly,

EMH
Encl.-Card.

1784 COMMISSION'S EXHIBIT NO. 597.

Date: October 26, 1933

To:

From: J. G. C. McNair, Assistant Manager (Atlantic Branch)

At Mr. Carter's request I am confirming a telegram sent to you today reading:

"Agency plan reinstated to go into effect November 15. Resume campaign Monday. Contract forms being mailed Friday. Letter following.

F. M. Carter".

The letter reference pertains to this letter. Mr. Carter requested me to write and advise that you are authorized to go ahead and put into effect the agency plan of selling. Any orders which you may receive from now on from agents that you establish such orders can be sold on consignment but the new price schedule will become effective on November 15. This will give you an opportunity to line a great many agents up so that the new price schedule for White Lead may be put into effect by the distributors simultaneously which is the reason for establishing November 15 as the date when the new schedule becomes effective.

A supply of contract forms will go forward to you via parcel post tomorrow and in the event that an additional supply is required they can be had by sending your request to Mr. Harold Rowe as the printer will keep the form set up. Report pads for distribution to your agents for reporting the stock on hand at the end of the month are now in the hands of the printer and we would thank you to advise us promptly of the approximate number of these pads you will require to distribute to your agents so that they may be sent to you promptly.

In the event that you should ship an order on consignment prior to November 1 it will not be necessary for the agent to report his sales on this consigned stock until the end of November so there will be ample time for you to receive your stock of report forms for distribution to the agents.

The report forms will only cover White Lead in Oil in the various size packages as this is the only product that will be sold on the consigned basis. Orders from agents for Dry White Lead, Litharge, Dry Red Lead, and Red Lead in Oil will be sold to them outright with discounts extended to the agent in accordance with the contract terms.
McN:ABB

1786 COMMISSION'S EXHIBIT NO. 598.

National Lead Company
111 Broadway, New York, N. Y.

The following is carbon copy of telegram sent this day

October 26, 1933

O. H. Greene, National Lead Co., 722 Chestnut St., St. Louis, Mo.
E. A. de Campi, National Lead Co., 900 West 18th Street, Chicago, Illinois
W. A. Dail, National Lead Co., 657 Freeman Ave., Cincinnati, Ohio
C. C. Foerstner, National Lead Co., 720 Superior St., Cleveland, Ohio
W. R. Melville, National Lead Co., 116 Oak St., Buffalo, N. Y.
W. H. Taylor, National Lead and Oil Co., Commonwealth Bldg., Pittsburgh, Pa.
S. F. Reeves, John T. Lewis & Bros. Co., Widener Bldg., Philadelphia, Pa.
A. H. Brodrick, National Boston Lead Co., 800 Albany St., Boston, Mass.

Agency plan reinstated to go into effect November fifteenth Resume campaign Monday Contract forms being mailed Friday Letter following

F M Carter

1787 COMMISSION'S EXHIBIT NO. 599.

National Lead Company
111 Broadway, New York, N. Y.

The following is carbon copy of telegram sent this day

October 26, 1933

W. E. Maston
Eagle Picher Lead Co.
Temple Bar Bldg.
Cincinnati, Ohio

Are wiring branches following Agency plan reinstated to go into effect November fifteenth Resume campaign Monday

F. M. Carter

1789 COMMISSION'S EXHIBIT NO. 601.

Mr. F. M. Carter.

National Lead Company
111 Broadway

New York
November 9, 1933.

To All Branch Managers:

Several questions have been brought up regarding the application of the Agency Plan and it seems advisable to answer them in a general letter to all branches.

1. Objection has been raised to the idea of giving 10% discount on sales to painters in small lots. There are some sections where full list price is being obtained on such sales. It would be a mistake on our part to deprive the dealer of the margin he has been getting. For that reason all of our printed matter showing discounts should read "To the Trade", without mentioning painters. It will be for the dealer to decide who shall be classified as "The Trade". Ordinarily we would assume that the 10% would be allowed to painters who are frequent buyers and perhaps also to some industrial concerns who might be considered as regular purchasers of white lead. In localities where you do

not believe the 10% should be given to painters generally, it will probably be advisable for your representative to have an understanding among the dealers similar to what must now be in effect where prices are not cut.

2. Freight Allowance. All cities where agencies are established will be considered delivery and equalization points. No freight allowance will be made to agents on shipments from their stock to their customers. On quotations made by us direct to buyers other than agents, freight will be equalized with nearest agency point.

3. Cash Discount. Because of their experience the Atlantic Branch has decided to do away with cash discounts on agents' sales over the counter. They will not apply this restriction to charge accounts where bills are rendered by the agent and paid within the discount period. If you do not think it advisable to apply this rule to any sections of your territory, where dealers are in the habit of giving such a discount, you may leave it to them to do so or not as they choose.

4. Price Guarantee. Obviously it will be unnecessary to rebate agents for stocks on hand in case of a decline in price. The question will come up on sales they have made to dealer customers who still have the lead in stock. It has been decided that no allowance whatever will be made.

In the event of an advance in price, agents will probably report a large proportion of their stock sold before the change. The limit of our obligation should be the amount of stock an agent has on hand.

1790 It is not desirable to maintain excessive stocks except where it will be advantageous to ship in carload lots.

5. Insurance. You will receive a letter from Hamlin & Company within a few days explaining that this will be handled from their office.

6. Reports of Sales. On the weekly report—"Deliveries to Trade" (Form 213)—which you render to the Comptroller's office, only such tonnage should be included as has actually been invoiced to your customers.

7. Price, Lists, etc. The forms sent to you by the Atlantic Branch are the ones which they have made up to suit their particular requirements. It is not necessary that you use exact duplicates. For example, the point has been raised that in some territories dealers display a retail price card showing packages under 100 lbs. at an increase

greater than the regular differential which we apply. This can be continued where it is possible for dealers to obtain the extra margin. Please keep this office advised of all notices that you are sending to the trade.

8. Our Prices on Direct Sales to customers other than agents—dealers, painters or consumers—will be as follows:

Less than 500 lbs.....List
500 lbs.....List less 10%
1,000 lbs.....List less 10/6%

No sales in 5-ton or carload lots will be made to dealers who are not agents. Instructions covering direct sales to painters buying large quantities and to industrial concerns were included in our letter of October 23rd.

It should be kept in mind that the purpose of the whole Agency Plan is to control the dealers' selling price of white lead, so that he may be assured of a reasonable profit. It is impossible to lay down a complete and definite set of rules which will be entirely satisfactory for all sections of the country. There will have to be some flexibility permitted and branch managers will be expected to use their own judgment in handling special situations. It is important, however, that you inform this office of any important variations which you contemplate.

Harold Rowe.

1791 COMMISSION'S EXHIBIT NO. 603.

National Lead Company
111 Broadway

Harold Rowe
Asst. to the President

New York
November 21, 1933.

To All Branch Managers:

1. Apparently there has been some misunderstanding regarding the discounts applying on agency agreements. In at least one case the impression has been given that our contracts are limited to two schedules, namely—10/10/4% or 10/10%.

2. It has been our opinion that most all of those accounts who formerly were regular 5-ton buyers would be desirable

agents. In general, they would be considered to qualify as what we have called "A" agents and be entitled to 10/10/3% discount. The 10/10/4% is given only to the larger outlets that previously would have been classified as carload buyers.

3. The 10/10% discount is designed for the smaller dealer who has not been a 5-ton buyer but who gives promise of developing into a good lead account with the encouragement of a slightly greater margin than 10/6%. There will be comparatively few such agents.

4. You are familiar with the Atlantic Branch policy of withholding until a later date the 1% due large distributors in addition to the 10/10/3%. The claim has been made that this is an unfair trade practice because the tonnage requirement tends to shut out other brands of lead. It will be necessary to revise such contracts to carry a straight 10/10/4% discount. Very few of our branches have followed the Atlantic plan and in view of the situation which may develop it would be better for you not to make contracts with extra discount contingent upon tonnage sold.

In the weekly report which you send to the office showing orders received, you should include those from selling agents as well as from other customers.

Yours very truly,

Harold Rowe.

EH

1794 COMMISSION'S EXHIBIT NO. 613.

Appointment of Selling Agent
Dutch Boy White Lead

National Lead Company
Atlantic Branch
111 Broadway New York, N. Y.

1795 National Lead Company

Appointment of Selling Agent
Dutch Boy White Lead

National Lead Company, a New Jersey corporation (hereinafter called the manufacturer), through it's ..... Branch, with office at

....., hereby appoints
....., of
(Street) ....., (City) .....,
(State) ....., having branches at No.
(Street) ....., (City) .....,
(State) ..... and No. (Street) .....
....., (City) ....., (State) .....
(hereinafter called the agent), an agent to sell, for it, Dutch Boy White Lead at price schedules of the manufacturer in effect at the date hereof (a copy of which has been delivered to, and receipt of which is hereby acknowledged by, the agent) or any revised schedule that may become effective during the life of this contract, upon the terms and subject to the conditions herein set forth; and said agent hereby accepts the appointment and agrees to comply with said terms and to perform all conditions hereof:

1. The Agency Hereby Created shall remain in force until terminated as herein provided.

2. The Manufacturer Agrees To Maintain On Consignment in the custody of the agent, to be disposed of as herein provided, a stock of Dutch Boy White Lead. All of the white lead in such consigned stock shall be and remain the property of the manufacturer until the white lead is sold, and the proceeds of all white lead sold shall be held in trust for the benefit and for the account of the manufacturer until fully accounted for as hereinafter provided. The sizes, types and quantity of white lead and the length of time it shall remain in stock are to be at all times determined by the manufacturer; but the intent is to maintain the stock on an average basis of approximately the normal requirements of the agent for a reasonable period. No liability of any nature is assumed or incurred by the manufacturer in the performance of this contract because of its inability to supply white lead required by the agent, arising from circumstances beyond the manufacturer's reasonable control.

All white lead shipped direct to the agent, until it is sold or distributed in accordance with the agent's authority hereunder, shall be stored, housed and displayed for sale only in the agent's regular place or places of business specified above and in such manner as to afford ready inspection and identification by the manufacturer, and any duly authorized representative of the manufacturer shall

have access at all times during business hours to the place or places in which said white lead is stored. The agent shall pay all expenses in the storage, cartage, transportation, handling, sale and distribution of white lead hereunder, and all expenses incident thereto and to the accounting therefor and to the collection of accounts created.

The agent shall pay all taxes, excises and charges, which are now, or may hereafter be, levied, imposed or charged (whether by federal, state, municipal or other public authority), with respect to white lead sold by the agent hereunder. The agent shall make all reports required by the public authorities with respect to such sales of white lead. When authorized by the law imposing such tax, excise or charge, the agent may, at his option, increase the price of white lead to the purchaser by an amount equal to such tax, excise or charge.

The agent shall return to the manufacturer at any time when directed by it, all or any part of the consigned stock which has not been sold. The agent shall keep account books and books and records giving complete information covering all of his transactions in connection with the sale and distribution of the manufacturer's white lead, and such books, records and copies of invoices shall be open at all times during business hours to the inspection of any duly authorized representative of the manufacturer.

3. The Agent Is Hereby Authorized to sell from said stock to any dealer or consumer, white lead at the schedule of prices as provided.

The agent has no authority to sell or transfer or in any way dispose of such white lead, except as herein expressly provided. The agent has no authority to accept orders for or commit the manufacturer to the sale or delivery of white lead in excess of the unsold stock at the time in his custody.

Schedules pertaining to prices, discounts, terms and conditions of sale will be supplied agents, each and all of which are subject to change by the manufacturer from time to time. All sales and quotations shall be made only
1796 at such prices, upon such terms and under such conditions as may be established by the manufacturer from time to time and the agent shall at all times observe the manufacturer's sales policy, as may be determined by said manufacturer.

4. The Agent Shall Render To The Manufacturer, on the 25th of every month, on forms provided by the manu-

facturer, a complete itemized report or inventory of all the manufacturer's white lead on hand at the close of business on the 25th of the month and shall render within fifteen days after the termination of this appointment, a similar report of all such white lead on hand at the date of such termination.

5. The Agent Shall Remit To The Manufacturer, not later than the 15th day of each month an amount equal to the total sales value of all white lead sold by said agent during the preceding calendar month less the compensation allowed him as provided in Paragraph 7 below. At the time of rendering his inventory report the agent shall pay the manufacturer for all white lead lost, missing from, or damaged in the aforesaid stock in his custody.

6. The Agent Agrees That Upon Notice From The Manufacturer, specifying other dates than those specified herein for forwarding reports and remittances, he will promptly thereafter forward said reports and remittances on such changed dates.

7. As Compensation for the performance of his obligations, hereunder, the agent shall be allowed the difference between (1) the total value of his sales, and (2) the total value of the merchandise sold calculated at the following schedule of prices per hundred pounds:

If all reports have been forwarded as required in this contract of appointment and if remittance is made not later than the 15th day of each month covering in full for all white lead sold during the preceding calendar month by this agent, whether or not all accounts for such sales may have been collected, such remittance shall be subject to two per cent (2%) discount.

The manufacturer reserves the r[illegible] any time during the term of this appointment, to ch[illegible]ny or all rates or bases of compensation of the agent upon written notice, which revised rates or bases of compensation become effective upon issuance of said notice.

If the agent shall be or become insolvent or shall fail to make any report or remittance herein required to be made or shall fail to conduct the business of the agency to the satisfaction of the manufacturer, or shall fail to observe or perform any of the other provisions, terms or condi-

tions herein contained on the part of the agent to be observed or performed, or if the agent shall become involved in any financial difficulty which in the opinion of the manufacturer may impair the agent's ability to properly conduct the business of the agency, then and in any such case the manufacturer may cancel and terminate the agency hereby created by notice in writing to the agent. This agency appointment is personal in its character and the manufacturer reserves the right to cancel the agency in the event of the transfer of the agent's business or the control thereof to parties other than those now in control. This appointment is not assignable by the agent without the written consent of the manufacturer.

Either party to this agreement, by written notice to the other, may at any time terminate the agency hereby created.

The termination of this agency for any reason shall be without prejudice to the rights of the manufacturer against the agent, and shall not relieve the agent of any of his obligations and guarantees hereunder. Immediately upon any such termination, the agent shall deliver to the manufacturer all white lead consigned hereunder which remains unsold and shall fully perform all obligations of the agent which then remain unfulfilled.

9. This Appointment Shall Not Be Binding On The Manufacturer Until Signed for the manufacturer by its duly authorized representative. None of the terms of this appointment shall be deemed to have been waived by the manufacturer unless such waiver be in writing and signed by said duly authorized representative.

10. This appointment applies only to white lead in oil in one hundred, fifty, twenty-five, and twelve and one-half pound packages.

National Lead Company,

By .....

..... 194....

Accepted:

By .....

..... *Agent*

1798 COMMISSION'S EXHIBIT NO. 615.

Price Schedule
Effective April 26, 1941

Railroads—Steamship Lines.

Quantity & Period:

Buyer's requirements up to a stated maximum—for shipment by June 30, 1941.

Delivery:

Railroads—F. O. B. Seller's nearest factory point. Freight allowed to nearest point on Buyer's line.

S/S Lines—Deliveries to dock. No further freight allowance.

Prices:

	White Lead in Oil	Dry White Lead	Red Lead in Oil	Dry Red Lead
100 lb. kegs	10.50	9.50	11.00	10.00

Usual advances for smaller packages.

Terms—30-1-10.

When "nearest point on Buyer's Line" is located outside of par territory, add full differential as shown on white lead-in-oil zone map. (This includes all four of the above items.)

Prices for dry red lead and red lead-in-oil in 100 lb. kegs have been included in the three months' contract. They are intended to apply to lots of less than 5 tons. For large lots you should not make three months' contracts but should quote on specific orders as follows:

Dry Red Lead:

In bbls. (less than 5 tons)—Card price.
Terms—30-1-10. Shipment—30 days.

In bbls. (5-ton lots)—Card price less ½¢ per lb.
Terms—30-1-10. Shipment—30 days.

In bbls. (20-ton lots)—$2.50 per 100 lbs. over the A., S. & R. Co.'s closing price of common lead at New York on the date order is received.
Terms—Net 30 days. Shipment—60 days.

The following small package differentials shall be added to the barrel price:

100 lb. kegs	$1.00 per 100 lbs.
50 lb. kegs	1.25 per 100 lbs.
25 lb. kegs	1.50 per 100 lbs.
12½ lb. kegs	1.75 per 100 lbs.

Except for kegs in lots of less than 5 tons (covered above), zone differentials shall be added in accordance with the oxide zone map.

Red Lead-In-Oil:

In 5-ton lots, 100 lb. kegs—1¢ per lb. over 5-ton price of Dry Red Lead in 100 lb. kegs. Terms—30-1-10.

In 20-ton lots, 100 lb. kegs—1¢ per lb. over 20-ton price of Dry Red Lead in 100 lb. kegs. Terms—Net 30 days.

Litharge:

In all cases—1¢ per pound under Dry Red Lead.

1800

Price Schedule
Effective April 26, 1941

Industrial Accounts (Whom We Sell Direct).

For quarterly contracts ending June 30, 1941.

	White Lead in Oil	Dry White Lead	Red Lead in Oil	Dry Red Lead
100 lb. kegs	10.75	9.75	11.25	10.25

Usual advances for smaller packages.

Terms—30-1-10.

Delivered to destinations in par territory. For deliveries outside of par territory, add full differential as shown on white lead-in-oil zone map. (This includes all four of the above items.)

Prices for dry red lead and red lead-in-oil in 100 lb. kegs have been included in the three months' contract. They are intended to apply to lots of less than 5 tons. For large lots you should not make three months' contracts but should quote on specific orders as follows:

Dry Red Lead:

In bbls. (less than 5 tons)—Card price.
Terms—30-1-10. Shipment—30 days.

In bbls. (5-ton lots)—Card price less ½¢ per lb.
Terms—30-1-10. Shipment—30 days.

In bbls. (20-ton lots)—$2.50 per 100 lbs. over the A. S. & R. Co.'s closing price of common lead at New York on the date order is received.

Terms—Net 30 days. Shipment—60 days.

The following small package differentials shall be added to the barrel price:

100 lb. kegs	$1.00 per 100 lbs.
50 lb. kegs	1.25 per 100 lbs.
25 lb. kegs	1.50 per 100 lbs.
12½ lb. kegs	1.75 per 100 lbs.

Except for kegs in lots of less than 5 tons (covered above), zone differentials shall be added in accordance with the oxide zone map.

Red Lead-In-Oil:

In 5-ton lots, 100 lb. kegs—1¢ per lb. over 5-ton price of Dry Red Lead in 100 lb. kegs. Terms—30-1-10.

In 20-ton lots, 100 lb. kegs—1¢ per lb. over 20-ton price of Dry Red Lead in 100 lb. kegs. Terms—Net 30 days.

Litharge:

In all cases—1¢ per pound under Dry Red Lead.

1802 Government—State—Municipal—W. P. A., Etc.

Minimum Prices Effective April 26, 1941.

Quantity:

As specified in the inquiry.—A definite amount of "requirements" over a period.

Shipment:

As specified in the inquiry.

Delivery:

Prices as outlined below include delivery to destination or to any other pick-up point for which quotation is requested in the inquiry.

Prices and Terms:

White Lead-In-Oil:

Less than 5 tons—In par territory quote on basis of $9.25 for 100 lb. kegs, less 2% cash discount (dropping any fraction of a cent). In other zones, add differentials to $9.25 price and deduct 2%. Terms—Net 30 days.

In lots of 5 tons or over—In par territory quote on basis of $9.00 for 100 lb. kegs, less 2% cash discount (dropping any fraction of a cent). In other zones, add differentials to $9.00 price and deduct 2%. Terms—Net 30 days.

In par territory prices will be:

Less than 5 tons	5 tons or over
100#—9.06 Net	100#—8.82 Net
50#—9.31 Net	50#—9.06 Net
25#—9.55 Net	25#—9.31 Net
12½#—9.80 Net	12½#—9.55 Net

Red Lead-In-Oil:

In par territory quote on basis of $10.50 for 100 lb. kegs, less 2% cash discount (dropping any fraction of a cent). In other zones add differentials to $10.50 price and deduct 2%. Terms—Net 30 days.

Par territory prices will be:

Red Lead-In-Oil
100#—10.29 Net
50#—10.53 Net
25#—10.78 Net
12½#—11.02 Net

Dry White Lead:

(a) In barrels—card price per 100 lbs. with 1% cash discount deducted, dropping any fraction of a cent. Terms—Net 30 days. (Card price in following states is 25¢ per 100 lbs. over par territory:

Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming.)

(b) In 100 lb. kegs—Barrel price at point of delivery (1% cash discount deducted, dropping fractions) plus $1.50 per 100 lbs. Terms—Net. Usual advances for smaller sizes.

1804 Dry Red Lead—Litharge:

(a) For Deliveries Of Less Than 20 Tons in One Lot.

(1) In barrels—Card price for state in which delivery is to be made (with usual 50¢ per 100 lbs. deduction for five tons in one delivery).

Terms on all L. C. L. shipments—1% for cash paid within discount period stated on bid (not beyond 30 days). If no period is stated terms shall be 1%—30 days.

The card price used in making quotations shall be the one in effect on the 5th day prior to date of opening. If 5th day is a Sunday or holiday, use closing price of next preceding business day.

States carrying differentials over card price (L. C. L. shipments) are as follows:

25¢ per 100 lbs. in Alabama, Arkansas, California, Florida, Georgia, Louisiana, Mississippi, Oklahoma, Texas, and west of Cascade Mountains in Oregon and Washington.

50¢ per 100 lbs. in Colorado, Montana, New Mexico and Wyoming.

75¢ per 100 lbs. in Arizona, Idaho, Nevada, Utah, and east of the Cascade Mountains in Oregon and Washington.

(2) In small packages—To barrel prices add—

$ .50 per 100 lbs. for 100 lb. kegs.
.75 per 100 lbs. for 50 lb. kegs.
1.00 per 100 lbs. for 25 lb. kegs.
1.25 per 100 lbs. for 12½ lb. kegs.

Terms—same as barrels above.

(b) For Deliveries Of 20 Tons Or Over In One Lot.

(1) In barrels—In par territory a flat price

$2.50 per 100 lbs. for Red Lead over A. S. & R. Co.'s price of common lead at New York

$1.50 per 100 lbs. for Litharge over A. S. & R. Co.'s price of common lead at New York

in effect at the close of the market on the 5th day prior to date of opening. If 5th day is a Sunday or holiday, use closing price of next preceding business day.

Terms—Net 30 days.

Add 25¢ per 100 lbs. for deliveries in following states:

Alabama, Arizona, Arkansas, Colorado, Florida, Georgia, Idaho, Louisiana, Mississippi, Montana, Nevada, New Mexico, Oklahoma, Texas, Utah, Wyoming, and east of Cascade Mountains in Oregon and Washington.

(2) In small packages—To barrel prices add—

$ .50 per 100 lbs. for 100 lb. kegs.
.75 per 100 lbs. for 50 lb. kegs.
1.00 per 100 lbs. for 25 lb. kegs.
1.25 per 100 lbs. for 12½ lb. kegs.

1821 COMMISSION'S EXHIBIT NO. 624.

(Letterhead of National-Boston Lead Company, Boston, Mass.)

January 19, 1944

To Dutch Boy White Lead Agents.

Because of the present conditions resulting from governmental restrictions on oils, containers, and labor, and as provided for in our Dutch Boy White Lead Agency Agreement, we hereby notify you that as of the close of business on January 25, 1944, we are terminating the Agency Agreement entered into with your firm.

To effect the termination of our agency appointment with you, we will bill you as of January 25th on your agency price basis for all the consigned lead you had on hand December 25, 1943, plus any lead that has been shipped to you on consignment in the interim.

If for any reason you decide not to purchase your present stock of lead, we will adjust the billing when we have arranged a transfer of your stock to another outlet or for its return to us charges collect.

We suggest that our present resale prices to dealers and the consuming paint trade be maintained. All agency agreements in the territory served by the National-Boston

Lead Company are being terminated, at least for the duration, and we sincerely believe that this change will be advantageous to all concerned since it will better enable us to distribute the White Lead available in 1944.

Very truly yours,
National-Boston Lead Company,
Karl Fischer,
Vice President.

1822 *f* National-Boston Lead Co.

January 19, 1944

To Dutch Boy White Lead Distributors.

We are sending the attached letter to all of our Agents today and we believe you will concur with the wisdom of this action at this time.

However, it is our desire to have you continue as a Direct Distributor, and effective this date we quote you the following prices in accord with approved OPA ceilings:

Net Weight Packages	Cents Per Pound One Delivery of not less than 2000 lbs.	1000 lbs.
100 lbs.	10¾	11¼
50 lbs.	11	11½
25 lbs.	11¼	11¾
12½ lbs.	11½	12
5 lbs.	12¾	13¼
1 lb.	14¼	14¾

Terms: Net 60 days less 2% for cash in 10 days, F.O.B. Boston Freight allowed.

As to resale, we are sure you will want to retain the selling schedules already established and we suggest the following prices be continued since they likewise are in accord with established OPA ceilings:

Net Weight Packages	Cents Per Pound to Painters To Dealers	500 lb. lots	Less than 500 lbs.	List Prices
100 lbs.	11¾	12¼	12¾	13¾
50 lbs.	12	12½	13	14
25 lbs.	12¼	12¾	13¼	14¼
12½ lbs.	12½	13	13½	14½
5 lbs.	13¾	14¼	14¾	15¾
1 lb.	15¼	15¾	16	17¼

We believe this selling plan will help assure you of an adequate supply of Dutch Boy White Lead and enable us to serve you more efficiently.

When you desire to purchase an additional supply of Dutch Boy White Lead, please give us notice as far in advance as possible. Regulations of the Office of Defense Transportation may prevent us from making our usual prompt deliveries.

Should there be any question before our representative makes his next call, please write or phone us. In the meantime we want to thank you for your past cooperation and assure you of our earnest desire to be of all possible service to you during this emergency period.

Very truly yours,
National-Boston Lead Company.

1827 COMMISSION'S EXHIBIT NO. 629.

November 15, 1933

(This form of contract issued November 15, 1933, at time consignment plan was extended to all territories.)

This Copy Is The

Appointment of Distributor for

Eagle White Lead In Oil
The Eagle-Picher Lead Company
Cincinnati, Ohio

1828 Appointment of Distributor For
Eagle White Lead In Oil.

This Agreement made this ..... day of .....193...., by and between The Eagle-Picher Lead Company, an Ohio Corporation, with its principal office in Cincinnati, Ohio, (hereinafter for convenience called Manufacturer) and

.....

.....

(hereinafter for convenience called the Distributor).

Witnesseth:

That in consideration of the mutual promises hereinafter set forth, said parties agree as follows:

1. Manufacturer hereby appoints the Distributor as a selling agent for the sale of Eagle White Lead in Oil at price schedules furnished by the Manufacturer, and in effect at the date hereof, or any revised schedule that Manufacturer may furnish during the life of this contract, upon the terms and subject to the conditions hereinafter set forth. A copy of the price schedule issued by the Manufacturer has heretofore been delivered to the Distributor, and receipt of same by the Distributor is hereby acknowledged. The Distributor hereby accepts said appointment, and agrees to comply with said terms and to perform all the conditions hereof.

2. The Manufacturer agrees to place in the custody of the Distributor a stock of Eagle White Lead in Oil, which shall be and remain the property of the Manufacturer until sold by the Distributor. The sizes, types, and quantity of White Lead in Oil, and the length of time it shall remain in stock are to be at all times determined by the Manufacturer. It is agreed that no liability of any nature is assumed or incurred by the Manufacturer in the performance of this contract because of its inability to supply White Lead in Oil required by the Distributor, arising from circumstances beyond the Manufacturer's reasonable control.

3. The Distributor agrees to store and prominently display in his regular place of business Eagle White Lead in Oil and at all times to use the advertising material and other sales assistance as furnished by the Manufacturer.

4. The Distributor agrees to pay all expenses of storage, transportation, and sales, which are now or may hereafter be levied either by Federal, State, Municipal, or other public authorities.

5. The Distributor shall return to the Manufacturer at any time when directed by it, all or any part of the said stock which has not been sold. The Distributor shall keep account books and records giving complete information covering all its transactions in connection with the sale and distribution of the Manufacturer's White Lead in Oil, and such books, records and copies of invoices shall be open at all times during business hours to the inspection of any duly authorized representative of the Manufacturer.

6. The Distributor is hereby authorized to sell from said stock to any dealer or consumer, Manufacturer's Eagle White Lead in Oil at the schedule of prices as provided by Manufacturer. The Distributor has no authority to sell or

transfer, or in any way dispose of such Eagle White Lead in Oil, except as herein expressly provided. The Distributor has no authority to accept orders for, or commit, the Manufacturer to the sale of Eagle White Lead in Oil in excess of the unsold stock at the time in his custody.

7. The Manufacturer will furnish the Distributor with price and trade discount schedules which are subject to change by the Manufacturer from time to time, upon notice to the Distributor. The Distributor agrees that all quotations and sales will be made only at such prices and upon such terms and conditions as may be established by the Manufacturer.

8. The Distributor shall render to the Manufacturer, on the first business day of every month, a report on forms provided by the Manufacturer, covering its sales of the Manufacturer's White Lead in Oil during the preceding calendar month, and a complete itemized report or inventory of all the Manufacturer's White Lead in Oil on hand at the close of business on the last day of the preceding calendar month, and shall render within fifteen days after termination or expiration of this appointment, a similar report on all such Eagle White Lead in Oil on hand at the date of such expiration or termination.

1829 9. The Distributor agrees that the proceeds of all Eagle White Lead in Oil sold hereunder shall be held in trust for the benefit, and for the account of, the Manufacturer until finally accounted for as herein provided. The Distributor shall pay over to the Manufacturer, not later than the fifteenth day of every month, an amount equal to the total sales value, less the compensation due this Distributor of all White Lead in Oil sold by it during the preceding calendar month. At the time of rendering its monthly inventory report, the agent shall pay to the Manufacturer for all White Lead in Oil lost or missing from, or damaged in, the aforesaid stock in his custody.

10. The compensation allowed the Distributor for the performance of all its obligations hereunder shall be as follows: On all sales reported by the Distributor at the end of each month the amount due and payable will be based on the Manufacturer's list prices applicable to each product and the various sizes sold, subject to a discount of .....%.

11. If all reports are forwarded as required in this contract and remittances are made not later than the fifteenth of the month covering in full all sales made during

the preceding calendar month a further discount of 2% will be allowed.

12. It is the intention of the parties hereto that this appointment shall constitute a special agency only, and the relationship established shall not constitute a general agency, nor in any way authorize the Distributor to affix the name of Eagle-Picher Lead Company to any contract or other instrument, or to obligate Eagle-Picher Lead Company in any manner whatsoever by reason of anything other than herein.

13. Termination. If the Distributor shall be or become insolvent, or shall fail to make any report or remittance herein required to be made, or shall fail to conduct the business of the agency to the satisfaction of the Manufacturer, or shall fail to observe or perform any of the other provisions, terms or conditions herein contained on the part of the Distributor to be observed and performed, or if the Distributor shall become involved in any financial difficulty which in the opinion of the Manufacturer may impair the Distributor's ability to properly conduct the business of the agency, then and in any such case, the Manufacturer may cancel and terminate the agency hereby created by notice in writing to the Distributor.

14. This appointment is personal in its character and the Manufacturer reserves the right to cancel the appointment in the event of the transfer of the Distributor's business or the control thereof to parties other than those now in control.

15. This appointment is not assignable by the Distributor without the written consent of the Manufacturer:

16. If any statement by the Distributor in its application for this agency appointment is found to be incorrect, the Manufacturer may terminate the appointment.

17. It is further agreed that shipments and deliveries by Manufacturer shall be subject to delays in transportation, embargoes, delays caused by strikes, differences with employes, or accidents at plants, war, insurrection, riot, fire, or any other cause beyond the control of Manufacturer.

18. This appointment shall not be binding on the Manufacturer until signed by the Eagle-Picher Lead Company, the Manufacturer, by its President, Vice-President, Treasurer, or Secretary of the company, at the office of the company, Cincinnati, Ohio. This appointment shall not be renewed, nor shall any of its terms be deemed to have been waived by the Manufacturer unless such renewal or waiver

be in writing and signed by the Eagle-Picher Lead Company, by the President, Vice-President, Treasurer, or Secretary.

19. This appointment shall continue for one year from the date hereof and, thereafter, from year to year, beginning at the date of expiration, unless terminated by either of the parties hereto, giving to the other thirty (30) days' notice in writing of their intention to terminate this agreement.

The Eagle-Picher Lead Company
By.....

Distributor:

.....

.....

1879 COMMISSION'S EXHIBIT NO. 647.

The Eagle Picher Sales Company

Distributors of products
manufactured by
The Eagle Picher Companies
Graybar Building
420 Lexington Av., N. Y. City

General offices
Cincinnati

March 9, 1942

Haeberle Lumber Co.
1004 Cedar Avenue
Niagara Falls, N. Y.

Gentlemen:

Lead, a critical war material, is under strict government control. The available production of the raw material (pig lead) and the finished lead products such as White Lead in Oil are considerably less than the existing demand.

The government has carefully checked over the entire lead industry and is regarding with a critical eye the consigned stock selling plan, insofar as it creates non-moving or slow moving inventories of White Lead in Oil at a time when certain districts are in immediate and urgent need of the material.

Your sales of Eagle White Lead in Oil during 1941

totalled 1225 pounds. The amount on consignment with you at this time is, according to our records, 475 pounds. You will agree that this situation is one that might be justly criticized by the government during the war emergency.

We, therefore, request your cooperation in establishing a more satisfactory arrangement during these critical times. This can be done by mutual agreement as to the time that stocks are to remain on consignment during the emergency period.

Provision 2 of your distributor contract reads in part as follows:

"The sizes, types and quantity of White Lead in Oil, and the length of time it shall remain in stock are to be at all times determined by the Seller" (Eagle-Picher).

We ask, please, that you give us permission to

1. Bill you at current distributor prices on last day of this month for all Eagle White Lead in Oil, in various sizes, that is now on consignment with you.

2. To make future shipments with the understanding that we have your authority to automatically bill you on the last day of the month for all shipments made during the month.

Terms as per contract.

Such an arrangement will keep your contract in force during the emergency, will eliminate show moving consigned stocks, and will retain for you the right to buy at distributor prices.

Material ordered by you on this basis will be subject to (1) any necessary delay in shipment, (2) our ability to obtain raw materials and (3) price in effect at date of shipment. Please enter orders in quantities of 500# or more for shipment at one time.

We hope you will go along with us. You may accept by signing below, returning this letter and retaining the duplicate copy for your files. We will handle the rest. Please let us have your decision promptly.

Very truly yours,
The Eagle-Picher Sales Company

PHK:FM P. H. Knappen—White Lead Division

P.S.—Our records show your consigned stock of Eagle White Lead to be 4-12½s, 1-25 and 4-100s.

Accepted at ..... this ..... day of ..... 1942.

..... Distributor

By ..... Title .....

1881 COMMISSION'S EXHIBIT NO. 649.

Official News from Headquarters.

Bulletin #MS-238 July 17, 1939

Euston White Lead in Oil Consignment Proposition

We are pleased to announce that the executives of our Company have decided to offer to the trade a new consignment sales agency proposition for the sale of Euston White Lead in Oil, similar to the plan now being used by the other Lead corroders. We must increase our sale of Euston White Lead in Oil and this new plan will make it possible for each Division and Retail Store to approximately double its sale of Euston White Lead.

Consignment Plan.

Attached to this bulletin is a copy of our Euston Distributor Agreement. Read it carefully so that you thoroughly understand all of the conditions of the Agreement. Note carefully, we do not consign sizes smaller than 12½ lb. kegs. Under this Agreement we control the resale price of Euston White Lead in Oil. Should any distributor seriously affect the market by cutting prices we can take up his stock at any time. Be sure the dealer understands he must pay all taxes, insurance, and assume all charges for storage, cartage, handling, etc. We call these conditions to your special attention as we will not approve any changes in our regular sales contract. All contracts must be approved by an executive at Cleveland Headquarters.

Consignment Prices.

To the distributors or dealers that we sell on our new consignment plan our prices will be the same as that of the other corroders. Until further notice these prices will be as follows:

100 lb. kegs	$9.25 per C.
50 lb. kegs	9.50 per C.
25 lb. kegs	9.75 per C.
12½ lb. kegs	10.00 per C.

Outright Sale Prices.

Some of our present dealers, as well as new accounts, may want to continue to buy their Euston White Lead in Oil outright. We will continue to sell these dealers at a lower price, or on the same price schedule we use at the present time. These prices are as follows:

100 lb. kegs	$9.05 per C.
50 lb. kegs	9.30 per C.
25 lb. kegs	9.55 per C.
12½ lb. kegs	9.80 per C.

All of the above prices apply in par territory. In those territories where differentials exist the same differential that has applied to your sales in the past will be applicable at this time.

1883 For orders of full carloads, in one shipment to one destination, we will continue to allow a reduction of 25¢ per 100 pounds less than the foregoing schedule of prices. These two methods make our proposition very flexible and we should very easily and quickly increase our sales of Euston White Lead.

Exclusive Sales Arrangement.

One of the best reasons we offer to the dealer to sell Euston White Lead is because we will give him exclusive sale in markets where it is practical to do so. There are many places where several dealers have consignment stocks of the other corroders and we should make a special drive and go after some of these bigger and better accounts with our Exclusive Sales Contract. Managers and salesmen alike should carefully select the accounts with whom exclusive arrangements are made. It isn't practical or sufficiently productive to offer exclusive sale in the large metropolitan cities but even here the city can be zoned by trading areas and exclusive arrangements can be made accordingly.

Demonstrate Euston White Lead Superior Qualities.

We have more strong selling advantages to offer the dealer because Euston White Lead in Oil is a much whiter product, it is much finer than other white lead, will take more oil, and as a result will make 15 to 20% more finishing paint per hundred pounds. Euston White Lead in Oil is a better tinting base as cleaner toned colors can be made when adding tinting colors. These are distinct advantages

over your competition but you must demonstrate to prove these superior qualities and make the dealer see how he can increase his sales with Euston White Lead, and what is still more important, build this business on an exclusive basis. Carry your demonstration outfit with you at all times. Be ready!

Other Euston Lead Products.

The consignment arrangement applies only to Euston White Lead in Oil and does not include our other Euston Lead Products. Painters who use Euston White Lead will also want to use Euston Thinning or Flatting Oil as well as Euston Colors in Oil. Be sure to sell every distributor a complete stock of House Paint Primer, Wall Primer, Colors in Oil and all the other Euston Products. Your Euston Lead Product Portfolio gives you full information, including prices.

Painters Meetings.

We will continue our plan of using a special representative to hold Painters Meetings for important distributors and dealers. Our experience proved that this method is by far the most productive and will create a greater acceptance and usage of Euston White Lead in Oil. We expect, with our new plan, to sell many of the large Lead Distributors and we want to do everything possible to hold and increase their Lead in Oil business. When you offer to hold a Painters Meeting be sure the volume from each account will justify this additional advertising and sales expense. Arrangements for these meetings must be made in advance, so send your requests for dates to Mr. L. A. Radloff at Cleveland. He will give you complete instructions about how to make preparations for these meetings.

1885 Personal Work.

The special representative, as well as the territory salesman, must make personal calls on painters and large users of White Lead in Oil. Calls should be made in advance of the meetings on the most important contractors to make personal demonstrations and also to extend personal invitations to the meetings. The attendance of the better contractors will add to the importance and merit of these meetings. This personal work must be continued immediately following the meetings. Every prospect developed

at the meeting should be called on the next day since he will be more receptive and can then be sold. The quick follow-up is the one activity that will really get the business.

Inventories.

With this new plan we will have many inventories. It will be the duty of all representatives to check these inventories regularly and work in close cooperation with the Accounting Department. Mr. H. W. Caton will issue instructions thru your Credit Manager on just what you are to do in looking after these inventories.

Metals Refining Division Salesmen.

The salesmen of the Metals Refining Division will also sell Euston White Lead in Oil to distributors and dealers in Ohio, Michigan, Indiana, Kentucky, Illinois, Missouri and Iowa. We have supplied them with a list of our established accounts in these territories with instructions that they will not be permitted to sell to our old customers. In a like manner, each Glidden salesman has been supplied with a list of towns in which the Metals Refining men work. As new accounts are established the representative in the territory will immediately be informed so as to avoid any confliction or misunderstanding and the account thereafter will be reserved for the salesman who makes the first sale.

Conclusion.

Many of our salesmen and managers have repeatedly stated that if we would give them a Consignment Sales Arrangement the same as offered by other Lead corroders, that they could more than double their business. Well, here it is now and we are certainly expecting each and every one of our men to do just that. This new plan should make it possible to place a stock of Euston White Lead in Oil with every old and established White Lead account, full line agent, and many of our dealers. Go after them now and sign them up quick!

P. L. Lotz.

D
Sent to Reg. Dir.
Sales & Store Mgrs.
Representatives &
Headquarters.

1886 COMMISSION'S EXHIBIT NO. 650.

C. K. Hardware Co.
St. Louis, Mo.

Euston White Lead

Distributor Agreement

The Glidden Company
National Headquarters, Cleveland, O.

1887 Euston White Lead

Distributor Agreement

between

The Glidden Company, an Ohio corporation of Cleveland, Ohio, through its Division located at St. Louis, Missouri, hereinafter called the "Manufacturer," and Carl W. Krauter, Prop., C. K. Hardware Co., of St. Louis, Missouri, hereinafter called the "Distributor,"

In consideration of the mutual promises and agreements hereinafter set forth, the parties hereto agree as follows:

1. The Manufacturer hereby authorizes the Distributor to sell, under the terms hereof, the Manufacturer's Euston brand of White Lead ground in Linseed Oil, hereinafter referred to as "White Lead," in the following described territory which shall not be exclusive: St. Louis.

2. The Manufacturer agrees, subject to conditions beyond its control, to ship a stock of White Lead to the Distributor on consignment, freight allowed, in such amounts, sizes and types as the Manufacturer determines may be necessary for the Distributor to maintain a stock of White Lead adequate to service the trade, which shall be sold by the Distributor as herein provided. Title to said White Lead shall be and remain in the Manufacturer at all times until sold and the proceeds from the sale thereof shall be and remain the property of the Manufacturer and shall be held by the Distributor in trust for the Manufacturer until turned over to the Manufacturer as herein provided.

3. The Distributor shall render to the Manufacturer on the twenty-fifth (25th) day of every month during the term hereof, on the forms prescribed by the Manufacturer, a complete itemized inventory of all said White Lead on hand in said stock at the close of business on the 25th day of such month.

4. The Distributor shall remit to the Manufacturer not later than the fifteenth (15th) day of each month the total sales value of all White Lead sold from said stock, damaged or missing, during the monthly period ending on the 25th day of the preceding month, at the current selling prices established by the Manufacturer, less the compensation allowed the Distributor, determined in accordance with the following paragraph. If said remittance is mailed on or before the 15th day of such month, the Distributor may deduct therefrom, as additional compensation, the cash discount provided in the Manufacturer's current Price List, which is subject to change without notice, applying to sales of White Lead.

5. The compensation allowed the Distributor shall be the difference between the total value of the sales from said stock, including damaged and missing White Lead, and the total value thereof calculated at the following schedule of prices per one hundred pounds:

100 pound keg	$ 9.75
50 pound keg	$10.00
25 pound keg	$10.25
12½ pound keg	$10.50

1888 6. The Manufacturer shall have the right at any time during the term hereof to change any or all rates or bases of said compensation upon written notice to the Distributor and shall have the right to specify other dates than those mentioned herein for forwarding reports and remittances and in the event of any such change or changes, the Distributor agrees to thereafter conform to the same. The Distributor is hereby authorized to make sales from said stock to any dealer or consumer of White Lead at the schedule of prices determined by the Manufacturer, but has no authority to sell, transfer or in any way dispose of White Lead hereunder, except as expressly provided hereby, and has no authority to accept orders for or commit the Manufacturer to the sale of White Lead in excess of the unsold stock thereof in the Distributor's custody under the

terms hereof at the time. Schedule of the prices, discounts, terms and conditions of sale of White Lead from said stock, which, however, are subject to change by the Manufacturer at any time during the term hereof, will be supplied the Distributor and all sales from said stock and quotations shall be made only at such prices and upon such terms and conditions and shall be in accordance with the sales policy of the Manufacturer.

7. All said White Lead shipped to the Distributor under the terms hereof shall, while it remains in the Distributor's custody hereunder, be stored, housed and displayed for sale in a careful and proper manner and the Distributor shall exercise due and reasonable care in storing and maintaining the same. The Distributor shall store said stock in such manner as to afford ready inspection thereof by the Manufacturer and its agents who shall have access thereto at all times during regular business hours for the purpose of taking an inventory or making an inspection of said stock. The Distributor shall keep complete records and accounts of all transactions in connection with said stock and such books and records shall be at all times during regular business hours available for inspection by the Manufacturer or its agents.

8. The Distributor will, upon request of the Manufacturer, return to it any or all of said consigned stock then remaining in the possession of the Distributor and the Manufacturer will pay the freight thereon. The Distributor shall pay all expenses in connection with the storage, cartage, transportation, handling, sale and distribution of said White Lead hereunder and all expenses incident thereto and to the accounting therefor and will assume all losses and collection expense resulting from such sales. The Distributor will pay all taxes, excises and charges which are now or may hereafter be levied, imposed or charged by the Federal, State, Municipal or other public authorities with respect to said White Lead in said stock and sold hereunder, and will upon request of the Manufacturer, pay for the insurance placed on said stock in the custody of the Distributor, by the Manufacturer.

9. This agreement shall be continuous subject to the right of termination by either party hereto at any time by giving written notice to the other.

10. This agreement shall not be assigned or transferred by the Distributor without the written consent of the Manu-

facturer and if this agreement is terminated, the Distributor agrees to immediately deliver to the Manufacturer all White Lead remaining in said stock and unsold and shall fully perform all of the obligations of the Distributor remaining to be performed hereunder.

Made and concluded at Cleveland, Ohio this 27 day of May, A. D. 1941.

The Glidden Company, Manufacturer
By L. S. Cullon.
C. K. Hdw. & Pt., Distributor
By Carl W. Krauter.

1906 COMMISSION'S EXHIBIT NO. 655.

A. S. & R. Price of Pig Lead, New York			White Lead In Oil List Price (100# Kegs)—Par Territory	
1930—	2/27	6.10	10/22/29	$14.25
	3/ 3	6.00		
	3/ 6	5.85		
	3/ 7	5.75		
	3/ 8	5.60		
	3/10	5.50		
	3/25	5.65		
	3/26	5.75		
	4/ 4	5.60		
	4/ 7	5.50		
			2/24/30	$13.75
	5/13	5.60		
	5/20	5.50		
	6/17	5.40		
	6/23	5.25		
	2/ 1	5.35		
	8/ 4	5.50		
	10/ 1	5.35		
	10/ 4	5.25		
	10/ 8	5.20		
	10/ 9	5.15		
	10/10	5.10		
1931—			1/ 2/31	$13.25
	1/ 5	5.00		
	1/ 7	4.85		
	1/ 8	4.75		

A. S. & R. Price of Pig Lead, New York		White Lead In Oil List Price (100# Kegs)—Par Territory	
2/ 3	4.60		
2/ 4	4.50		
2/19	4.60		
3/10	4.50		
4/23	4.35		
4/24	4.25		
4/28	4.10		
4/29	4.00		
5/ 8	3.85		
5/11	3.75		
6/22	4.00		
6/23	4.15		
6/24	4.25		
6/25	4.40		
10/ 2	4.25		
10/ 5	4.00		
10/20	3.75		
10/28	4.00		
11/ 2	3.85		
11/ 9	3.95		
11/10	4.05		
11/19	3.95		
11/23	3.85		
12/14	3.75		
		12/28/31	$12.00
1907			
1932— 2-26	3.50		
3- 1	3.25		
3-15	3.15		
3-23	3.00		
6-29	2.95		
6-30	2.90		
7- 5	2.85		
7- 8	2.80		
7-11	2.70		
7-18	2.65		
7-27	2.80		
7-28	2.95		
8- 4	3.00		
8- 5	3.10		
8-16	3.20		

A. S. & R. Price of Pig Lead, New York			White Lead In Oil List Price (100# Kegs)—Par Territory	
	8-17	3.30		
	8-23	3.40		
	8-26	3.50		
	8-30	3.60		
	9-20	3.50		
	9-21	3.40		
	9-26	3.30		
	9-27	3.15		
	9-28	3.00		
	10- 3	3.10		
	10- 4	3.25		
	10- 7	3.15		
	10-10	3.00		
	11- 9	3.15		
	11-18	3.00		
			12/30/32	$11.00
1933—	3- 8	3.25		
	3-10	3.35		
	3-21	3.25		
	3-22	3.10		
	3-23	3.00		
	4-11	3.25		
	4-20	3.50		
	5- 8	3.65		
	5-25	3.75		
	5-29	3.90		
	5-31	4.10		
	6- 9	4.20		
	7- 5	4.30		
	7- 7	4.40		
	7-10	4.50		
	10-16	4.40		
	10-17	4.25		
	10-18	4.10		
	10-19	4.00		
	10-25	4.15		
	10-26	4.30		
	11-29	4.15		
	12- 1	4.05		
	12- 4	4.15		
1934—	1- 2	4.00		
	4- 9	4.10		

	A. S. & R. Price of Pig Lead, New York		White Lead In Oil List Price (100# Kegs)—Par Territory
	4-10	4.25	
	5-17	4.15	
	5-18	4.00	
	6-28	3.85	
	6-29	3.75	
	7-20	3.80	
	7-23	3.85	
	7-27	3.75	
	8-24	3.70	
	8-27	3.75	
	9- 6	3.70	
	9-21	3.65	
	9-25	3.60	
	10-17	3.65	
	10-18	3.70	
	11- 5	3.65	
	11- 7	3.60	
	11-16	3.55	
	11-19	3.50	
	12-14	3.60	
	12-17	3.70	
1935—	1-30	3.60	
	2- 1	3.50	
	2-13	3.55	
	3-18	3.60	
	3-28	3.65	
	4-15	3.70	
	4-22	3.75	
	5-13	3.80	
	5-15	3.85	
	5-16	3.90	
	5-20	3.95	
	5-21	4.10	
	5-22	4.25	
	5-27	4.35	
	5-31	4.25	
	6- 3	4.10	
	6- 6	4.00	
	7- 5	4.05	
	7- 8	4.10	
	7- 9	4.15	
	8- 2	4.20	

Pig Lead, New York A. S. & R. Price of		(100# Kegs)—Par Territory White Lead In Oil List Price	
8-20	4.25		
8-21	4.30		
8-22	4.35		
9-19	4.50		
10- 7	4.60		
10-10	4.50		
1936— 2-26	4.55		
2-27	4.60		
		4/ 1/36	$11.50
10-27	4.70		
1908			
1936—10-28	4.80		
11- 4	4.90		
11- 5	5.00		
11-10	5.10		
11-16	5.20		
12-11	5.30		
12-14	5.40		
12-15	5.50		
12-21	6.00		
1937—		1/ 1/37	$12.00
2-18	6.25		
2-19	6.50		
		Notices mailed 2/20/37 Effective 3/1/37—$12.50	
2-25	7.00		
		Revisions mailed 2/26 Effective 3/1/37—$13.0	
3- 8	7.25		
3- 9	7.50		
3-10	7.75		
3-16	7.50		
3-17	7.25		
3-19	7.00		
3-23	6.95		
4- 2	6.90		
4- 7	6.00		
8- 4	6.25		
8- 5	6.50		
9-24	6.25		
9-27	6.00		

Pig Lead, New York A. S. & R. Price of		(100# Kegs)—Par Territory White Lead In Oil List Price	
10-15	5.75		
10-18	5.50		
		10/19/37	$12.50
11- 3	5.25		
11- 4	5.00		
12-16	4.75		
1938— 1- 7	4.85		
		1/10/38	$11.75
1-11	4.90		
2- 8	4.75		
2-10	4.50		
		3/10/38	$11.25
5-23	4.25		
5-27	4.00		
6-22	4.25		
6-23	4.35		
6-24	4.50		
6-30	4.75		
7- 6	4.90		
9-15	5.00		
9-19	5.10		
		9-26-38	$11.75
11-29	5.00		
12- 6	4.85		
12- 9	4.75		
12-19	4.85		
1939— 1-24	4.75		
1-31	4.85		
2-16	4.75		
		2-27-39	$12.25
3- 9	4.85		
4-11	4.75		
6-14	4.80		
6-19	4.85		
7-31	4.95		
8- 3	5.05		
9- 5	5.25		
9- 6	5.50		
		9-26-39	$12.75
1940— 1-29	5.25		
2- 7	5.00		

Pig Lead, New York A. S. & R. Price of		(100# Kegs)—Par Territory White Lead In Oil List Price	
	2-28	5.25	
	3-19	5.15	
	3-27	5.05	
	4- 2	5.00	
	4-10	5.10	
	5- 6	5.00	
	8- 6	4.85	
	8- 9	4.75	
	8-21	4.90	
	9-23	5.00	
	10-10	5.25	
	10-16	5.50	
	11- 6	5.65	
	11- 8	5.80	
	11-28	5.65	
	12- 2	5.50	
1941—	2-10	5.65	
	3- 3	5.75	
	3-26	5.85	
			4-26-41 $13.25
1942—	1-13	6.50	
			1-26-42 $13.75

A. S. & R. Price of Pig Lead, New York	White Lead In Oil List Price (100# Kegs)—Par Territory
A. S. & R. Price of Pig Lead, New York	White Lead In Oil List Price (100# Kegs)—Par Territory
A. S. & R. Price of Pig Lead, New York	White Lead In Oil List Price (100# Kegs)—Par Territory
A. S. & R. Price of Pig Lead, New York	White Lead In Oil List Price (100# Kegs)—Par Territory

1909 COMMISSION'S EXHIBIT NO. 656.

WHITE LEAD IN OIL

Date of Price Change	List Price	500#	2000#	10,000#	30,000#
In effect 2/27/30	$14.25 cwt.	10% discount	10-4%	10-7½%	10-10%
4/24/30	13.75 cwt.	10% discount	10-6%	10-10-3%	10-10-4%
1/ 2/31	13.25 cwt.	10% discount	10-6%	10-10-3%	10-10-4%
12/28/31	12.00 cwt.	10% discount	10-6%	10-10-3%	10-10-4%
12/30/32	11.00 cwt.	10% discount	10-6%	10-10-3%	10-10-4%

AGENCY SELLING PLAN

Date of Price Change	List Price	Agents	Others 500 to 1000#	1000#
11/15/33	$11.00 cwt.	*"A"—10-10-4% "B"—10-10-3% "C"—10-10%	10%	10-6%

Date of Price Change	List Price	Agents	Dealers	Painters
3/ 1/35	$11.00 cwt.	"A"—$8.15 "B"— 8.30 "C"— 8.45	Less than 500#—$10.00 500#— 9.50 1000#— 9.00	Less than 500#— 10.50 500#— 10.00 1000#— 9.50
4/ 1/36	$11.50 cwt.	"A"—$8.55 "B"— 8.70 "C"— 8.85	Less than 500#— 10.50 500#— 10.00 1000#— 9.50	Less than 500#— 11.00 500#— 10.50 1000#— 10.00

Date of Price Change	List Price	Agents	To the Trade	
1/ 1/37	$12.00 cwt.	$9.25	Less than 500#— 11.50 500#— 11.00 1000#— 10.75	
3/ 1/37 (Mailed 2/20/37)	$12.50 cwt.	$9.65	Less than 500#— 12.00 500#— 11.50 1000#— 11.25	
3/ 1/37 (Mailed 2/26/37)	$13.00 cwt.	$10.05	Less than 500#— 12.50 500#— 12.00 1000#— 11.75	

Date of Price Change	List Price	Agents	Dealers	Painters
9/13/37	$13.00 cwt.	$10.00	$11.00	$12.00 10.50—5 tons

Prices for 500 and 1000# lots discontinued

10/19/37	$12.50 cwt.	$9.50	$10.50	$11.50 10.00—5 tons
1/10/38	$11.75 cwt.	$8.75	Less than 500#— 10.00 500#— 9.75	$10.75 9.25—5 tons
3/10/38	$11.25 cwt.	$8.25	Less than 500#— 9.50 500#— 9.25	$10.25 8.75—5 tons
9/26/38	$11.75 cwt.	$8.75	Less than 500#— 10.00 500#— 9.75	$10.75 9.25—5 tons

WHITE LEAD IN OIL

Date of Price Change	List Price	Agents	Dealers	Painters
2/27/39	$12.25 cwt.	$9.25	Less than 500#—$10.50 500#— 10.25	$11.25 9.75—5 tons
9/ 6/39	$12.75 cwt. (Less 500#) $12.25 cwt. (500#)	$9.75	Less than 500#—$11.00 500#— 10.75	Less than 500#—$11.75 500#— 11.25 5 tons— 10.25

1/10/40 Same prices as above with the addition of a ton price to Painters of $10.75.

*"A" Agent—10 tons or more annual sales.
"B" Agent—5-10 tons annual sales.
"C" Agent—Less than 5 tons annual sales.

4/26/41	$13.25 cwt. (Less 500#) $12.75 cwt. (500#)	$10.25	Less than 500#—$11.50 500#— 11.25	Less than 500#—$12.25 500#— 11.75 2000#— 11.25 5 tons— 10.75
1/26/42	$13.75 cwt. (Less 500#) $13.25 cwt. (500#)	$10.75	Less than 500#—$12.00 500#— 11.75	Less than 500#—$12.75 500#— 12.25 2000#— 11.75 5 tons— 11.25

AGENCY SELLING PLAN DISCONTINUED

		Dealers	Painters
1/25/44	$13.75 cwt. (Less 500#) $13.25 cwt. (500#)	Less than 500#—$12.00 500#— 11.75 1000#— 11.25 2000#— 10.75	Less than 500#—$12.75 500#— 12.25 2000#— 11.75 5 tons— 11.25

March 27, 1944 National Lead Company, Chicago

1914 COMMISSION'S EXHIBIT NO. 658.

White Lead-in-Oil

Minimum Prices for Maximum Quantities

Per 100# Keg

Date	List Price	Quantity Discount	Net Price	Type of Sale
12/17/26	14.50	10 and 10%	11.745	Direct Billing
6/16/27	13.75	10 and 10%	11.138	" "
11/17/27	13.25	10 and 10%	10.733	" "
2/25/29	13.50	10 and 10%	10.935	" "
3/19/29	13.75	10 and 10%	11.138	" "
10/22/29	14.25	10 and 10%	11.542	" "
4/25/30	13.75	10, 10 and 4%	10.693	" "
1/ 2/31	13.25	10, 10 and 4%	10.304	" "
12/28/31	12.00	10, 10 and 4%	9.332	" "
12/30/32	11.00	10, 10 and 4%	8.554	Beginning of Consignment Sales. New York territory only.
11/15/33	11.00	10, 10 and 4%	8.554	Consignment for all territories.
3/ 1/35	11.00	Beginning Flat Price for Distributors.	8.15	
4/ 1/36	11.50		8.55	
1/ 1/37	12.00		9.25	
3/ 1/37	12.50		10.05	
9/14/37	13.00		10.00	
10/20/37	12.50		9.50	
1/11/38	11.75		8.75	
3/11/38	11.25		8.25	
10/ 1/38	11.75		8.75	
3/ 1/39	12.25		9.25	
10/ 1/39	12.75		9.75	

1915 COMMISSION'S EXHIBIT NO. 659.

Price List

December 28, 1931

Reduction of 1¼¢ per lb. in price list of January 2, 1931

The following prices on our products are in force from this date, subject to change without notice.

White Lead and Oxides

Net Weight Packages	Kegs			*Cans	
Price per Pound	100 Pounds	50 & 25 Pounds	12½ Pounds	5 Pounds	1 Pound
	Cents	Cents	Cents	Cents	Cents
Dutch Boy & Carter White Lead in oil Heavy or Soft Paste	12	12¼	12½	15	17
Dry White Lead	12	12¼	12½		
Dutch Boy Red Lead in oil	13½	13¾	14		
Dry Red Lead and Litharge	12	12¼	12½		

* In Heavy Paste Only.

5 lb. cans packed 50 or 100 lbs. to case; 1 lb. cans packed 25, 50 or 100 lbs. to case.

Terms—60 days net 2% for cash in 15 Days.

National Lead Company
Atlantic Branch
111 Broadway New York City

1917

Price List

December 30, 1932

Reduction in price list of December 28, 1931

White Lead 1¢. Dry Red Lead and Litharge 2½¢

Red Lead in oil 2¢ per lb.

The following prices on our products are in force from this date, subject to change without notice.

White Lead and Oxides

Net Weight Packages Price per Pound	Kegs 100 Pounds	Kegs 50 & 25 Pounds	Kegs 12½ Pounds	*Cans 5 Pounds	*Cans 1 Pound
	Cents	Cents	Cents	Cents	Cents
Dutch Boy & Carter White Lead in oil (Heavy or Soft Paste)	11	11¼	11½	14	16
Dry White Lead Dutch Boy	11	11¼	11½		
Red Lead in oil	11½	11¾	12		
Dry Red Lead and Litharge	9½	9¾	10		

* In Heavy Paste Only.

5 lb. cans packed 50 or 100 lbs. to case; 1 lb. can packed 25, 50 or 100 lbs. to case.

Terms—60 days net 2% for cash in 15 Days.

National Lead Company
Atlantic Branch
111 Broadway New York City

1918

National Lead Company
Atlantic Branch

List of Delivery Points

Revised to September 10, 1924

The following is a complete list of our delivery points in force today and until further notice.

Note:—Delivery points are indicated by "D". Equalization points are indicated by "E". Differential points are indicated by a fractional cent per pound in the left-hand column. The indentation of suburban towns under an equalization point indicates free truck delivery to such suburban towns.

Connecticut

D—Bridgeport
E—Hartford
E—New Haven
D—New London
D—Norwich
D—Waterbury

Florida

½ E—Jacksonville

Georgia

¾ E—Augusta
½ E—Savannah
¾ E—Macon

Massachusetts

D—Easthampton
D—Fall River
D—Greenfield
D—Holyoke
D—North Adams
D—Northampton
D—Pittsfield
D—Springfield
D—Westfield

New Jersey—See also delivery list from Perth Amboy

Arlington	(See New York City)				
Athenia	"	"	"	"	
Babbitt	"	"	"	"	
Bayonne	"	"	"	"	
Belleville	"	"	"	"	
Bergenfield	"	"	"	"	ton lots or over
Bloomfield	(See New York City)				
Bogota	"	"	"	"	
Boiling Springs	"	"	"	"	
Carlstadt	"	"	"	"	
Carlton Hill	"	"	"	"	
Cliffside	"	"	"	"	
Clifton	"	"	"	"	
Closter	"	"	"	"	ton lots or over
Coytesville	(See New York City)				
Creasskill	"	"	"	"	

D—Constable Book

Demarest	(See New York City)				
Dover	(Car Loads Only)				
Dumont	(See New York City)				
East Orange	(See New York City)				
Edgemere	"	"	"	"	
Edgewater	"	"	"	"	
Elizabethport	"	"	"	"	
Englewood	"	"	"	"	
Fair View	"	"	"	"	
Fort Lee	"	"	"	"	
Garfield	"	"	"	"	
Glen Gardner	"	"	"	"	(car loads only)
Glen Ridge	(See New York City)				
Grantwood	"	"	"	"	
Guttenberg	"	"	"	"	
Hackensack	"	"	"	"	
Harrison	"	"	"	"	
Hasbrouck Hghts.	"	"	"	"	

Haworth	"	"	"	"
Highwood	"	"	"	"
Hoboken	"	"	"	"
Homestead	"	"	"	"
Hudson Hghts.	"	"	"	"
Irvington	"	"	"	"
Jersey City	"	"	"	"
Kearny	"	"	"	"
Kingsland	"	"	"	"
Leonia	"	"	"	"
Little Ferry	"	"	"	"
Lodi	"	"	"	"
Long Branch				
Lyndhurst	(See New York City)			
Montclair	"	"	"	"
Morsemere	"	"	"	"
Newark	"	"	"	"
D—New Brunswick				
New Milford	(See New York City)			
Nordhoff	"	"	"	"
North Arlington	"	"	"	"
Nutley	"	"	"	"
Oradell	"	"	"	"
Orange	"	"	"	"
Palisades Pk.	"	"	"	"
Passaic	"	"	"	"
Paterson	"	"	"	"
Perth Amboy	"	"	"	"
Plainfield	"	"	"	"
D—Point Pleasant				
Ridgefield	(See New York City)			
Ridgefield Park	"	"	"	"
Du Bod Park	"	"	"	"

1919

River Edge (See New York City)
Rochelle Park " " " "
Rutherford " " " "
Rutherford Jct. " " " "
Secaucus " " " "

D—South Amboy

Teaneck (See New York City)
Tenafly " " " " ton lots or over
Town of Union " " " "
Union " " " "
Union Hill " " " "
Upper Montclair " " " "
Weehawken " " " "
West Englewood " " " "
West Hoboken " " " "
West Orange " " " "
West View " " " "
Woodridge " " " "

New York

E—Albany
E—Binghamton
D—College Point
D—Lake Placid
D—Malone
E—Plattsburgh
D—Saranac Lake
D—Schenectady
E—Syracuse
E—Troy
E—Utica
D—Watertown
D—New York City (Including all points on Staten Island)
Arlington, N. J.

Arverne, N. Y.
Athenia, N. J.
Babbitt, N. J.
Bayonne, N. J.
Bayside, N. Y.
Belle Harbor, N. Y.
Belleville, N. J.
Bergenfield, N. J. (Ton Lots or over)
Bloomfield, N. J.
Bogota, N. J.
Boiling Springs, N. J.
Bronxville, N. Y.
Carlstadt, N. J.
Carlton Hill, N. J.
Cedarhurst, N. Y.
City Island, N. Y.
Cliffside, N. J.
Clifton, N. J.
Closter, N. J. (Ton lots or over)
College Point, N. Y.
Coney Island, N. Y.
Coytesville, N. J.
Cresskill, N. J.
Demarest, N. J.
Dobbs Ferry, N. Y.
Dumont, N. J.
East Orange, N. J.
Edgemere, N. J.
East Rockaway, N. Y.
Edgewater, N. J.
Elizabeth, N. J.
Elizabethport, N. J.
Englewood, N. J.
Fair View, N. J.
Far Rockaway, N. Y.
Floral Park, N. Y.
Flushing, N. Y.
Fort Lee, N. J.
Garfield, N. J.
Glen Ridge, N. J.
Grantwood, N. J.
Guttenberg, N. J.
Hackensack, N. J.
Harrison, N. J.
Hasbrouck Heights, N. J.

Hastings, N. Y.
Haworth, N. J.
Highwood, N. J.
Hoboken, N. J.
Hollis, N. Y.
Homestead, N. J.
Hudson Heights, N. J.
Hulett, N. Y.
Inwood, N. Y.
Irvington, N. J.
Irvington, N. Y.
Jamaica, N. Y.
Jersey City, N. J.
Kearny, N. J.
Kingsland, N. J.
Larchmont, N. Y.
Lawrence, N. Y.
Leonia, N. J.
Little Ferry, N. J.
Little Rock, N. Y.
Lodi, N. J.
Lynbrook, N. Y.
Lyndhurst, N. J.
Mamaroneck, N. Y.
Mineola (Pitt. P. G.)—truck loads
Montclair, N. J.
Morsemere, N. J.
Mount Vernon, N. Y.
Neponsit, N. Y.
Newark, N. J.
New Milford, N. J.
New Rochelle, N. Y.
Nordhoff, N. J.
North Arlington, N. J.
Nutley, N. J.
Oradell, N. J.
Orange, N. J.
Ozone Park, N. Y.
Palisades Park, N. J.
Passaic, N. J.
Paterson, N. J.
Perth Amboy, N. J.
Port Chester, N. Y.
Plainfield, N. J.

Queens, N. Y.
1920 Richmond Hill, N. Y.
Ridgefield, N. J.
Ridgefield Park, N. J.
River Edge, N. J.
Rochelle Park, N. J.
Rockaway Beach, N. Y.
Rockaway Park, N. Y.
Rutherford, N. J.
Rutherford Junction, N. J.
Rye, N. Y.
Secaucus, N. J.
Springfield, N. Y.
Tarrytown, N. Y.
Teaneck, N. J.
Tenafly, N. J.—Ton lots or over
Town of Union, N. J.
Tuckahoe, N. Y.
Union, N. J.
Union Hill, N. J.
Upper Montclair, N. J.
Valley Stream, N. Y.
Weehawken, N. J.
West Englewood, N. J.
West Hoboken, N. J.
West Orange, N. J.
West View, N. J.
White Plains, N. Y.
Whitestone, N. Y.
Woodmere, N. Y.
Woodridge, N. J.
Yonkers, N. Y.

Pennsylvania

D—Pittston
D—Scranton
D—West Pittston

Rhode Island

D—Newport
D—Pawtucket
D—Providence
D—Woonsocket
D—Central Falls
D—Tiverton (6/15/31—McH.)

South Carolina
- ⅜ E—Charleston
- ¼ E—Columbia

Vermont
- D—Bellows Falls
- D—Brattleboro
- E—Burlington
- D—Montpelier
- D—Rutland
- D—St. Albans
- D—St. Johnsbury

1921

National Lead Company
Boston Branch

List of Delivery Points

Revised to January 1, 1931

The following is a complete list of our delivery points in force today and until further notice:

Note: Delivery points are indicated by "D". Equalization points are indicated by "E". Differential points are indicated by a fractional cost per pound in the left hand column. The indentation of suburban towns under an equalization point indicates free delivery to such suburban towns.

New Hampshire
- E—Concord
- E—Dover
- E—Keene
- E—Portsmouth
- E—Nashua
- E—Woodsville
- E—Franklin
- E—Manchester

Maine
- E—Auburn
- E—Augusta
- E—Bath

E—Biddeford
E—Brunswick
E—Lewiston
E—Portland
E—Rockland
E—Waterville

Massachusetts

All towns and cities East of Connecticut River

Truck Deliveries and Service

Towns Where Deliveries Are Made Regardless of Quantity

Arlington
Boston
Brookline
Brighton
Belmont
Beverly
Cambridge
Chelsea
Dorchester
Everett
East Boston
Lexington
Medford
North Cambridge
Roxbury
South Boston
Winthrop
Lynn
Malden
Salem
Cliftendale
Deavers
Marblehead
Nahant
Peabody
Revere
Saugus
Swampboutt
Stoughton

1922 Towns where delivery by truck will be made provided minimum load of six tons can be accumulated for delivery in such towns or combination of such towns en route.

Atlantic
Concord
Braintree
Melrose
Nedham
Nettons
Stougham
Wakefield
Waltham
Watertown
Wollaston
The Weymouths
Brockton
Gloucester
Haverhill
Hudson
Lippensee
Lowell
Marlboro
Maynard
Quincy
Taunton
Woburn
Winchester

1923 National Lead Company
Buffalo Branch

List of Delivery Points

Revised to January 28, 1921

The following is a complete list of our delivery points in force today and until further notice:

Note: Delivery points are indicated by "D". Equalization points are indicated by "E". Differential points are indicated by a fractional cent per pound in the left hand column. The indentation of suburban towns under

an equalization point indicates free truck delivery to such suburban towns.

New York
- D—Rochester
- D—Elmira
- D—Ithaca
- D—Jamestown

1924

National Lead Company
Chicago Branch

List of Delivery Points

Revised to January 4, 1921.

The following is a complete list of our delivery points in force today and until further notice:

Note: Delivery points are indicated by "D". Equalization points are indicated by "E". Differential points are indicated by a fractional cent per pound in the left hand column. The indentation of suburban towns under an equalization point indicates free truck delivery to such suburban towns.

Illinois
- E—Chicago
  - Blue Island
  - Cicero
  - Evanston
  - Forest Park
  - Maywood

Oak Park
- D—Joliet
- E—Rockford

Wisconsin
- E—Green Bay
- E—Madison
- D—Manitowoc
- D—Marinette
- E—Milwaukee

E—Oshkosh
D—Racine
⅛ D—Wausau

Michigan

E—Bay City
⅛ E—Escanaba
E—Detroit
E—Grand Rapids
⅛ D—Ironwood (not less than 2,000 pounds)
E—Kalamazoo
⅛ E—Menominee
D—Midland
E—Saginaw
¼ D—Sault Ste Marie

1925

National Lead Company
Cincinnati Branch

List of Delivery Points

Revised November 19, 1920

The following is a complete list of our delivery points in force today and until further notice:

Note: Delivery points are indicated by "D". Equalization points are indicated by "E". Differential points are indicated by a fractional cent per pound in the left hand column. The indentation of suburban towns under an equalization point indicates free truck delivery to such suburban towns. Towns marked ** are not in Cincinnati territory but are used as equalization points for shipments in our territory.

Alabama

¾—D—Bessemer
¾—E—Birmingham
(4/17/22) **⅜—E—Mobile
¾—E—Montgomery
¾—E—Selma

Georgia

¾—D—Athens
¾—E—Atlanta

**¾—E—Augusta
¾—D—Columbus
¾—D—Gainsville
¾—E—Rome
**½—E—Savannah
**¾—E—Macon

Indiana

E—Evansville
E—Fort Wayne
E—Indianapolis
Jeffersonville (See Louisville, Ky.)
D—New Albany (See Louisville, Ky.)
D—La Fayette
D—Richmond
E—Terre Haute
E—Vincennes

Kentucky

Bellevue (See Cincinnati)
Covington (" ")
Dayton (" ")
E—Henderson
Latonia (" ")
E—Louisville (Cartage allowance of 5¢ per cwt.)
Jeffersonville, Indiana
New Albany, Ind. (3¢ per cwt. cartage allowance on direct shipment.)
Ludlow (See Cincinnati)
Newport (" ")
E—Owensboro

North Carolina

⅝—D—Asheville
**½—D—High Point

1926

Ohio

Bellaire (See Wheeling, W. Va.)
Bridgeport (" " " ")

E—Cincinnati
Bellevue, Ky.
Carthage
Covington, Ky.

Dayton, Ky.
Elmwood Place
Glendale
Hartwell
Latonia, Ky.
Lockland
Ludlow, Ky.
Madisonville
Newport, Ky.
Norwood
Reading
St. Bernard
Sharonville

E—Columbus
E—Dayton
D—Hamilton
E—Lima
E—Ironton
D—Mansfield
E—Marietta—Martins Ferry (See Wheeling, W. Va.)
D—Pomeroy
E—Portsmouth
E—Springfield
** E—Steubenville
** E—Toledo
E—Zanesville

South Carolina

¾—D—Union
** ¾—E—Chester
** ¾—E—Columbia
** ⅜—E—Charleston

Tennessee

½—D—Bristol
½—E—Chattanooga
½—D—Johnson City
½—E—Knoxville
¼—E—Nashville

Virginia

** ¼—E—Richmond
½—D—Bristol

West Virginia

E—Charleston
D—Huntington
E—Wheeling
Benwood
Bellaire, Ohio
Bridgeport, "
Martins Ferry, Ohio

1927

National Lead Company
Cleveland Branch

List of Delivery Points

Revised to January 1, 1921

The following is a complete list of our delivery points in force today and until further notice:

Note: Delivery points are indicated by "D". Equalization points are indicated by "E". Differential points are indicated by a fractional cent per pound in the left hand column. The indentation of suburban towns under an equalization point indicates free truck delivery to such suburban towns.

Ohio

D—Akron
D—Cleveland
East Cleveland
Lakewood
Rock River
West Park
D—Toledo

1928 National Lead & Oil Company of Pennsylvania

List of Delivery Points

Revised to December 30, 1920

The following is a complete list of our delivery points in force today and until further notice:

Note: Delivery points are indicated by "D". Equalization points are indicated by "E". Differential points are indicated by a fractional cent per pound in the left hand column. The indentation of suburban towns under an equalization point indicates free truck delivery to such suburban towns.

Pennsylvania

D—Altoona
D—Beaver Falls
D—Beaver
D—Butler
D—Du Bois
D—Clearfield
E—Erie
D—Farrell
D—Freedom
D—Franklin
E—Johnstown
D—Kane
E—Lewisburg
D—Lock Haven
D—Madera
D—McKeesport
D—Monaca
D—Monessen
D—New Brighton
E—New Castle
D—New Kensington
E—Oil City
D—Parnassus
D—Pittsburgh

Freight allowed to suburban towns but not store delivery outside of Pittsburgh proper.

D—Punxautawney
D—Rochester
D—Sharpsville
E—Sharon
D—Sheffield
D—Tarentum
D—Titusville
D—Uniontown
D—Warren
D—West Bridgewater
E—Williamsport

Ohio

E—Alliance
E—Barberton
E—Canton
D—East Liverpool
D—Massillon
D—Niles
E—Steubenville
D—Webster
D—Warren
E—Youngstown

West Virginia

E—Clarksburg
E—Fairmont
E—Grafton
D—Morgantown

Maryland

E—Cumberland

1929

National Lead Company
Philadelphia Branch

List of Delivery Points

Revised to April 6, 1921

The following is a complete list of our delivery points in force today and until further notice:

Note: Delivery points are indicated by "D". Equalization points are indicated by "E". Differential points are indicated by a fractional cent per pound in the left hand column. The indentation of suburban towns under an equalization point indicates free truck delivery to such suburban towns.

Delaware

E—Georgetown
E—Wilmington

District Columbia

E—Washington

Maryland

E—Baltimore
E—Bel Aire
E—Cambridge
E—Ellicott City
E—Easton
E—Forest Hill
E—Hyattsville
E—Hagerstown
E—Laurel
E—Salisbury
E—Sykesville

New Jersey

~~E—Asbury Park~~
E—Atlantic City
Camden (See Phila., Penna.)
E—Trenton
E—Vineland
E—Wildwood

North Carolina

½-E—Charlotte

Pennsylvania

E—Allentown
E—Ashland
D—Bethlehem
E—Bloomsburg
E—Chester
E—Conshohocken
E—Danville
E—Easton
E—Hanover
E—Harrisburg
E—Hazleton
D—Jenkintown
E—Kingston
E—Lancaster
E—Lebanon
E—Mechanicsburg
E—Media
E—Mt. Carmel
E—Morristown
E—Plymouth
E—Philadelphia
Camden, N. J.
E—Phoenixville
E—Pottstown
E—Pottsville
E—Reading
E—Rogersford
E—Shamokin
E—Wilkes-Barre
E—York
D—Carlisle
D—Columbia
D—Sunbury

Virginia

E—Alexandria
¼—E—Charlottesville
¼—D—Danville
¼—E—Lynchburg
¼—E—Norfolk

¼—E—Newport News
¼—E—Portsmouth
¼—E—Petersburg
¼—E—Roanoke
¼—E—Richmond
¼—E—Staunton
¼—E—Winchester
¼—D—Lexington
¼—D—Suffolk

North Carolina

½—D—High Point
½—E—Charlotte
½—D—Greensboro
½—D—Winston-Salem
½—E—Fayettesville
½—E—Raleigh
½—E—Wilmington

Other towns have freight equalized with nearest equalization points. In North Carolina, customers will be sold either F. O. B. Richmond or equalized with that point.

* Advised by Beitzel on phone May 23, 1925.

** Beitzel's letter of August 29, 1924.

1930

National Lead Company
St. Louis Branch

List of Delivery Points

Revised to March 15, 1921

The following is a complete list of delievry points in force today and until further notice:

Note: Delivery points are indicated by "D". Equalization points are indicated by "E". Differential points are indicated by a fractional cent per pound in the left hand column. The indentation of suburban towns under an equalization point indicates free truck delivery to such suburban towns.

Alabama

¼—E—Mobile

Arkansas

¾—E—Little Rock

Arizona

1¼—D—Phoenix (C. L. Only)
1¼—D—Tucson

Illinois

⅛—D—Belleville
⅛—E—Bloomington
⅛—E—Cairo
⅛—E—Decatur
East St. Louis (See St. Lo., Mo.)
⅛—E—Galesburg
Granite City (See St. Lo., Mo.)
Madison (See St. Lo., Mo.)
⅛—D—Moline
⅛—E—Peoria
⅛—E—Quincy
⅛—E—Rock Island
⅛—E—Springfield,
Venice (See St. Lo., Mo.)

Iowa

⅛—E—Burlington
⅛—E—Cedar Rapids

⅛—E—Clinton
⅛—D—Council Bluffs
⅛—E—Davenport
⅛—E—Des Moines
⅛—E—Dubuque
⅛—E—Fairfield
⅛—E—Fort Dodge
⅛—D—Iowa City
⅛—E—Keokuk
⅛—D—Muscatine
⅛—E—McGregor
⅛—E—Oskaloosa
⅛—E—Ottumwa
⅛—E—Sioux City
⅛—E—Waterloo

Kansas.

⅛—E—Atchison
⅝—E—Hutchinson
Kansas City (See Kansas City, Mo.)
⅛—D—Leavenworth (Government only)
⅝—E—Salina
¼—E—Topeka
⅝—E—Wichita

Kentucky

⅛—E—Paducah

Louisiana

⅜—E—New Orleans (4/17/22)

Minnesota

⅛—E—Duluth
⅛—E—Minneapolis
⅛—E—St. Paul
⅛—E—Winona

1931

Mississippi

E—Meridian—taken of April 17, 1922.

Missouri

⅛—E—Hanniabal
⅜—E—Joplin

⅛—E—Kansas City
Dodson
Independence
Kansas City, Kas.
No. Kansas City
⅛—E—St. Joseph
E—St. Louis
Carondelet
Clayton
East St. Louis, Ill.
Ferguson
Florissant
Granite City, Ill.
Kirkwood
Madison, Ill.
Maplewood
Venice, Ill.
Webster
⅜—E—Springfield

Montana

1¼—D—Anaconda (C. L. only)
1¼—D—Butte "
1¼—D—Great Falls "
1¼—D—Helena "
1¼—D—Lewiston "
1¼—D—Missoula "

Nebraska

⅛—E—Lincoln
⅛—E—Omaha

Oklahoma

⅛—E—McAlester
⅛—E—Oklahoma City
⅛—E—Tulsa

South Dakota

½—E—Aberdeen
¼—E—Sioux Falls

Tennessee

¼—E—Memphis
½—D—Morristown (2/10/22)

Texas

1¢—D—Amarillo	(C. L. only)	
1¢—D—Austin	"	
¾—D—Beaumont	"	
1¢—D—Cisco	"	
1¢—D—Corsicana	"	& L. C. L.
1¢—E—Dallas		
1¢—E—Fort Worth		
¾—D—Galveston	"	
¾—E—Houston		
1¢—D—Paris	"	& L. C. L.
1¢—E—San Antonio		
1¢—D—Sherman	"	& L. C. L.
1¢—D—Waco	"	
1¢—D—Wichita Falls	"	
1⅛—E—El Paso	"	

Wisconsin

⅛—E—Eau Claire
⅛—E—La Crosse
⅛—D—Superior

Denver, Colorado

equalizes with Kansas City at differential.
⅝—Now K. C.—L. C. L.
⅜— " " —C. L.

DUTCH BOY WHITE LEAD
PRICE LIST for DEALERS only
APRIL 1, 1938

Effective this date we quote the following prices to dealers only, subject to change without notice

Dutch Boy and Carter White Lead in Oil
Heavy Paste or Soft Paste
Dry White Lead - Dry Red Lead - Litharge

NET WEIGHT PACKAGES	KEGS			*CANS	
Cents Per Pound	100 Pounds	50 & 25 Pounds	12½ Pounds	5 Pounds	1 Pound
Less Than 500 Pounds	10½	10¾	11	13½	15½
500 Pounds one Delivery	10	10¼	10½	13	15
1000 Pounds one Delivery	9½	9¾	10	12½	14½

Dutch Boy Red Lead in Oil - Add ½¢ per pound to above prices.

* White Lead - Heavy Paste only

5 lb. cans packed 50 or 100 lbs. to case; 1 lb. cans packed 25, 50 or 100 lbs. to case.

Terms: Net 60 days; 2% 10 days.

NATIONAL LEAD COMPANY
ATLANTIC BRANCH
111 Broadway New York, N. Y.

Supersedes - Price List - March 1, 1935

DUTCH BOY WHITE LEAD
PRICE LIST
APRIL 1, 1938

The following prices are in force from this date, subject to change without notice

Dutch Boy and Carter White Lead in Oil
Heavy Paste or Soft Paste
Dry White Lead - Dry Red Lead - Litharge

NET WEIGHT PACKAGES	KEGS			*CANS	
Cents Per Pound	100 Pounds	50 & 25 Pounds	12½ Pounds	5 Pounds	1 Pound
LIST PRICE	11½	11¾	12	14½	16½
500 Pounds one Delivery	10½	10¾	11	13½	15½
1000 Pounds one Delivery	10	10¼	10½	13	15

Dutch Boy Red Lead in Oil - Add ½¢ per pound to above prices.

* White Lead - Heavy Paste only

5 lb. cans packed 50 or 100 lbs. to case; 1 lb. cans packed 25, 50 or 100 lbs. to case.

NATIONAL LEAD COMPANY
ATLANTIC BRANCH
111 Broadway New York, N. Y.

Supersedes - Price List - March 1, 1935

FEDERAL TRADE COMMISSION
Exhibit No. 659

DUTCH BOY WHITE LEAD
DEALERS' SELLING SCHEDULE
PRICE LIST
APRIL 1, 1938

The following prices are in force from this date, subject to change without notice

Dutch Boy and Carter White Lead in Oil
Heavy Paste or Soft Paste
Dry White Lead - Dry Red Lead - Litharge

NET WEIGHT PACKAGES	KEGS			*CANS	
Cents Per Pound	100 Pounds	50 & 25 Pounds	12½ Pounds	5 Pounds	1 Pound
LIST PRICE	11½	11¾	12	14½	16½
To Painters Less than 500 Pounds	11	11¼	11½	14	16
500 Pounds one Delivery	10½	10¾	11	13½	15½
1000 Pounds one Delivery	10	10¼	10½	13	15

Dutch Boy Red Lead in Oil - Add ½¢ per pound to above prices.

* White Lead - Heavy Paste only

5 lb. cans packed 50 or 100 lbs. to case; 1 lb. cans packed 25, 50 or 100 lbs. to case.

NATIONAL LEAD COMPANY
ATLANTIC BRANCH
111 Broadway New York, N. Y.

Supersedes - Price List - March 1, 1935

Commission's Exhibit No. 659.

2571

Com. Ex. 659-T
RD

... are in force from this date
subject to change without notice

Dutch Boy and Carter White Lead-in-Oil
Heavy Paste or Soft Paste

NET WEIGHT PACKAGES Cents Per Pound	KEGS 100 POUNDS	KEGS 50 POUNDS	KEGS 25 POUNDS	KEGS 12½ POUNDS	*CANS 5 POUNDS	*CANS 1 POUND
LIST PRICE	12	12¼	12½	12¾	15	17
500 Pounds one Delivery	11	11¼	11½	11¾	14	16
1000 Pounds one Delivery	10¾	11	11¼	11½	13¾	15¾

* White Lead - Heavy Paste only

5 lb. cans packed 50 or 100 lbs. to case; 1 lb. cans packed 25, 50 or 100 lbs. to case

NATIONAL LEAD COMPANY
Atlantic Branch
111 BROADWAY NEW YORK, N. Y.

Supersedes Price List of April 1, 1936

FEDERAL TRADE COMMISSION
Docket No. 122 Commission's Exhibit No. 659-T

Com. Ex. 659-A
RD

DUTCH BOY AND CARTER LEAD
PRICE LIST
JANUARY 1, 1936

The following prices are in force from this date
subject to change without notice

Dutch Boy and Carter White Lead-in-Oil
Heavy Paste or Soft Paste

NET WEIGHT PACKAGES Cents Per Pound	KEGS 100 POUNDS	KEGS 50 POUNDS	KEGS 25 POUNDS	KEGS 12½ POUNDS	*CANS 5 POUNDS	*CANS 1 POUND
LIST PRICE	12	12¼	12½	12¾	15	17
To the trade less than 500 Pounds	11½	11¾	12	12¼	14½	16½
500 Pounds one Delivery	11	11¼	11½	11¾	14	16
1000 Pounds one Delivery	10¾	11	11¼	11½	13¾	15¾

* White Lead - Heavy Paste only

5 lb. cans packed 50 or 100 lbs. to case; 1 lb. cans packed 25, 50 or 100 lbs. to case

NATIONAL LEAD COMPANY
Atlantic Branch
111 BROADWAY NEW YORK, N. Y.

Supersedes Price List of April 1, 1936

FEDERAL TRADE COMMISSION
Exhibit No. 659-A

Com. Ex. 659-V

PRICE LIST FOR AGENTS
JANUARY

DUTCH BOY
DRY WHITE LEAD DRY RED LEAD
RED LEAD IN OIL LITHARGE

FEDERAL TRADE COMMISSION
Docket No. 5253 Commission's Exhibit No. 659-V

The following prices are in force from this date subject to change without notice

NET WEIGHT PACKAGES Cents Per Pound	KEGS 100 POUNDS	KEGS 50 POUNDS	KEGS 25 POUNDS	KEGS 12½ POUNDS
DRY WHITE LEAD	8½	8¾	9	9¼
LITHARGE	8½	8¾	9	[illegible]
DRY RED LEAD	9½	9¾	10	10[illegible]
RED LEAD IN OIL	11	11¼	11½	11[illegible]

NATIONAL LEAD COMPANY
Atlantic Branch
111 BROADWAY NEW YORK, N. Y.

Supersedes Price List of April 1, 1936

Com. Ex. 659-Z-7 Form 1-A

DUTCH BOY WHITE LEAD

PRICE LIST

OCTOBER 19, 1937

The following prices are in force from this date, subject to change without notice.

Dutch Boy White Lead-in-Oil
Heavy Paste or Soft Paste

NET WEIGHT PACKAGES	CENTS PER POUND	PRICE PER PACKAGE
100 lb. keg	12½	$12.50
50 " "	12¾	6.38
25 " "	13	3.25
12½ " "	13¼	1.66
5 " can	15½	
* 1 " "	17½	

* Heavy Paste only

5 lb. cans packed 50 or 100 lbs. to case.
1 lb. cans packed 25 or 50 lbs. to case.

Above prices apply on any quantity

NATIONAL LEAD COMPANY
Atlantic Branch
111 BROADWAY NEW YORK, N. Y.

Superseding Previous Price Card Dated Sept. 13, 1937

FEDERAL TRADE COMMISSION Docket No. 6539 Commission's Exhibit No. 659-Z-7

Com. Ex. 659-Z-8 Form 1-B

DUTCH BOY WHITE LEAD

PRICE LIST for DEALERS only

OCTOBER 19, 1937

Effective this date, we quote the following prices to DEALERS only, subject to change without notice.

Dutch Boy White Lead-in-Oil
Heavy Paste or Soft Paste

NET WEIGHT PACKAGES	CENTS PER POUND	PRICE PER PACKAGE
100 lb. keg	10½	$10.50
50 " "	10¾	5.38
25 " "	11	2.75
12½ " "	11¼	1.41
5 " can	13	
1 " "	14¾	

* Heavy Paste only

5 lb. cans packed 50 or 100 lbs. to case
1 lb. cans packed 25 or 50 lbs. to case

Above prices apply on any quantity

Terms Net 60 days, 2% 10 days

NATIONAL LEAD COMPANY
Atlantic Branch
111 BROADWAY NEW YORK, N. Y.

Superseding Previous Price Card Dated Sept. 13, 1937

FEDERAL TRADE COMMISSION Docket No. 6539 Commission's Exhibit No. 659-Z-8

Com. Ex. 659-Z-9

DUTCH BOY WHITE LEAD

Dealers' Selling Schedule

OCTOBER 19, 1937

The following prices are in force from this date, subject to change without notice.

Dutch Boy White Lead-in-Oil
Heavy Paste or Soft Paste

NET WEIGHT PACKAGES	LIST PRICE		PRICE TO PAINTERS	
	CENTS PER POUND	PRICE PER PACKAGE	CENTS PER POUND	PRICE PER PACKAGE
100 lb. keg	12½	$12.50	11½	$11.50
50 " "	12¾	6.38	11¾	5.88
25 " "	13	3.25	12	3.00
12½ " "	13¼	1.66	12¼	1.54
* 5 " cans	15½		14½	
* 1 " "	17½		16½	

* Heavy Paste only

5 lb. cans packed 50 or 100 lbs. to case
1 lb. cans packed 25 or 50 lbs. to case.

Above prices apply on any quantity

NATIONAL LEAD COMPANY
Atlantic Branch
111 BROADWAY NEW YORK, N. Y.

Superseding Previous Price Card Dated September 13, 1937

FEDERAL TRADE COMMISSION Docket No. 6539 Commission's Exhibit No. 659-Z-9

2578 Commission's Exhibit No. 659.

Co. Ex. 659-Z-10

FORM 1-N

Effective October 19, 1937

REVISION OF FIRST PARAGRAPH - SECTION 7
APPOINTMENT OF SELLING AGENT
DUTCH BOY WHITE LEAD

7 - As compensation for the performance of his obligations, hereunder, the AGENT shall be allowed the difference between (1) the total value of his sales, and (2) the total value of the merchandise sold calculated at the following schedule of prices:

PER HUNDRED POUNDS

100	Pound	Kegs	$ 9.50
50	"	"	9.75
25	"	"	10.00
12½	"	"	10.25
5	"	Cans	11.50
1	"	"	13.00

FEDERAL TRADE COMMISSION
Docket No. 5551
Commission's Exhibit No. 659-Z-10

ATTACH THIS TO YOUR COPY OF AGENCY CONTRACT.

1940

Commission's Exhibit No. 659.
2579

Comm. Ex. 659-Z-11

NET PRICES FOR AGENTS

JANUARY 10, 1938

Subject to change without notice
we quote the following prices to our Agents

DUTCH BOY

DRY WHITE LEAD - LITHARGE
DRY RED LEAD - RED LEAD IN OIL

PRODUCTS	NET WEIGHT PACKAGES CENTS PER POUND			
	100 LBS	50 LBS	25 LBS	12½ LBS
DRY WHITE LEAD	8¼	8½	8¾	9
LITHARGE	8¼	8½	8¾	9
DRY RED LEAD	9¼	9½	9¾	10
RED LEAD IN OIL	10	10¼	10½	10¾

Terms: Net 60 days - 2% 10 days.

NATIONAL LEAD COMPANY
Atlantic Branch
111 BROADWAY NEW YORK, N. Y.

Supersedes Price List Dated October 19, 1937

FEDERAL TRADE COMMISSION
Docket No. 5253 Commission's Exhibit No. 659-Z-11

Comm. Ex. 659-Z-12

RESALE PRICES

(SUGGESTED)

JANUARY 10, 1938

DUTCH BOY

DRY WHITE LEAD - LITHARGE
DRY RED LEAD - RED LEAD IN OIL

PRODUCTS	NET WEIGHT PACKAGES CENTS PER POUND			
	100 LBS	50 LBS.	25 LBS.	12½ LBS.
DRY WHITE LEAD	10¼	10½	10¾	11
LITHARGE	10¼	10½	10¾	11
DRY RED LEAD	11¼	11½	11¾	12
RED LEAD IN OIL	12	12¼	12½	12¾

FEDERAL TRADE COMMISSION
Docket No. 5253 Commission's Exhibit No. 659-Z-12

NATIONAL LEAD COMPANY
Atlantic Branch
111 BROADWAY NEW YORK, N. Y.

1941

2580 Commission's Exhibit No. 659.

Com. Ex. 659-Z-13

FEDERAL TRADE COMMISSION
Docket No. 659-Z-13

DUTCH BOY WHITE LEAD

PRICE LIST

JANUARY 10, 1938

The following prices are in force from this date, subject to change without notice.

Dutch Boy White Lead-in-Oil
Heavy Paste or Soft Paste

NET WEIGHT PACKAGES	CENTS PER POUND	PRICE PER PACKAGE
100 lb. keg	11¾	$11.75
50 " "	12	6.00
25 " "	12¼	3.07
12½ " "	12½	1.57
* 5 " can	14¾	
* 1 " "	16¾	

* Heavy Paste only

5 lb. cans packed 50 or 100 lbs. to case.
1 lb. cans packed 25 or 50 lbs. to case.

Above prices apply on any quantity

NATIONAL LEAD COMPANY
Atlantic Branch
111 BROADWAY NEW YORK, N. Y.

Superseding Previous Price Card Dated Oct. 19, 1937

Com. Ex. 659-Z-14

FEDERAL TRADE COMMISSION
Docket No. 659-Z-14

DUTCH BOY WHITE LEAD

PRICE LIST for DEALERS only

JANUARY 10, 1938

Effective this date we quote the following prices to DEALERS only subject to change without notice.

Dutch Boy White Lead-in-Oil
Heavy Paste or Soft Paste

NET WEIGHT PACKAGES	LESS THAN 500 POUNDS		LOTS OF POUNDS	
	CENTS PER POUND	PRICE PER PACKAGE	CENTS PER POUND	PRICE PER PACKAGE
100 lb. keg	10	$10.00	9	9.00
50 " "	10¼	5.13	10	5.00
25 " "	10½	2.63	10¼	2.57
12½ " "	10¾	1.35	10½	1.32
* 5 " cans	12½		12¼	
* 1 " "	14¼		14	

* Heavy Paste only

5 lb. cans packed 50 or 100 lbs. to case
1 lb. cans packed 25 or 50 lbs. to case

Above prices apply on any quantity

Terms: Net 60 days 2% 10 days

NATIONAL LEAD COMPANY
BRANCH
ADDRESS, etc. etc.

Superseding Previous Price Card Dated October 19, 1937

Commission's Exhibit No. 659.

2581

Com. Ex. 659-Revised

DUTCH BOY WHITE LEAD

Dealers' Selling Schedule

JANUARY 10, 1938

The following prices are in force from this date, subject to change without notice

Dutch Boy White Lead-in-Oil
Heavy Paste or Soft Paste

NET WEIGHT PACKAGES	LIST PRICE		PRICE TO PAINTERS	
	CENTS PER POUND	PRICE PER PACKAGE	CENTS PER POUND	PRICE PER PACKAGE
100 lb. keg	11¼	$11.75	10¾	$10.75
50 " "	12	6.00	11	5.50
25 " "	12¼	3.07	11¼	2.82
12½ " "	12½	1.57	11½	1.44
* 5 " cans	14¼		13¾	
* 1 " "	16¾		15¾	

* Heavy Paste only

5 lb. cans packed 50 or 100 lbs. to case.
1 lb. cans packed 25 or 50 lbs. to case.

Above prices apply on any quantity

NATIONAL LEAD COMPANY
Atlantic Branch
111 BROADWAY NEW YORK, N. Y.

Superseding Previous Price Card Dated October 18, 1937

FEDERAL TRADE COMMISSION
Exhibit No. 659

Com. Ex. 659-Revised-2-16

DUTCH BOY WHITE LEAD

PRICES
for DEALERS only

JANUARY 10, 1938

Effective this date, we quote the following prices to DEALERS only, subject to change without notice

Dutch Boy White Lead-in-Oil
Heavy Paste or Soft Paste

NET WEIGHT PACKAGES	CENTS PER POUND	PRICE PER PACKAGE
100 lb. keg	9¾	$ 9.75
50 " "	10	5.00
25 " "	10¼	2.57
12½ " "	10½	1.32
* 5 " can	12¼	
* 1 " "	14	

* Heavy Paste only

5 lb. cans packed 50 or 100 lbs. to case.
1 lb. cans packed 25 or 50 lbs. to case.

Above prices apply on any quantity

Terms: Net 60 days - 2% 10 days.

NATIONAL LEAD COMPANY
Atlantic Branch
111 BROADWAY NEW YORK, N. Y.

Superseding Previous Price Card Dated Oct. 18, 1937

FEDERAL TRADE COMMISSION
Exhibit No. 659-Z-16

Commission's Exhibit No. 659.

Ex 659-W

Effective March 1, 1937

DUTCH BOY WHITE LEAD

PRICE LIST

MARCH 1, 1937

The following prices are in force from this date subject to change without notice

Dutch Boy and Carter White Lead-in-Oil
Heavy Paste or Soft Paste

NET WEIGHT PACKAGES	KEGS				*CANS	
Cents Per Pound	100 POUNDS	50 POUNDS	25 POUNDS	12½ POUNDS	5 POUNDS	1 POUND
LIST PRICE	13	13¼	13½	13¾	16	18
500 Pounds one Delivery	12	12¼	12½	12¾	15	17
1000 Pounds one Delivery	11¾	12	12¼	12½	14¾	16¾

White Lead - Heavy Paste only

5 lb. cans packed 50 or 100 lbs. to case; 1 lb. cans packed 25, 50 or 100 lbs. to case

NATIONAL LEAD COMPANY
Atlantic Branch
111 BROADWAY NEW YORK, N. Y.

Superseding Previous Price Card Dated March 1, 1937

FEDERAL TRADE COMMISSION
Docket No. 5233 Commission's Exhibit No. 659-W

Can Ex 659-X Form 14C

Second Advance Effective March 1, 1937

DUTCH BOY WHITE LEAD

PRICE LIST

MARCH 1, 1937

The following prices are in force from this date, subject to change without notice.

Dutch Boy and Carter White Lead-in-Oil
Heavy Paste or Soft Paste

NET WEIGHT PACKAGES	KEGS				*CANS	
Cents Per Pound	100 POUNDS	50 POUNDS	25 POUNDS	12½ POUNDS	5 POUNDS	1 POUND
LIST PRICE	13	13¼	13½	13¾	16	18
In the trade Less than 500 Pounds	12½	12¾	13	13¼	15½	17½
500 Pounds one Delivery	12	12¼	12½	12¾	15	17
1000 Pounds one Delivery	11¾	12	12¼	12½	14¾	16¾

* White Lead - Heavy Paste only

5 lb. cans packed 50 or 100 lbs. to case; 1 lb. cans packed 25, 50 or 100 lbs. to case

NATIONAL LEAD COMPANY
Atlantic Branch
111 BROADWAY NEW YORK, N. Y.

Superseding Previous Price Card Dated March 1, 1937

FEDERAL TRADE COMMISSION
Docket No. 5233 Commission's Exhibit No. 659

Ex 659-Y-1 RH

Second Advance Effective March 1, 1937

PRICE LIST

MARCH 1, 1937

DUTCH BOY

DRY WHITE LEAD - DRY RED LEAD
RED LEAD IN OIL - LITHARGE
(In Kegs)

The following prices are in force from this date subject to change without notice

NET WEIGHT PACKAGES	KEGS			
Cents Per Pound	100 POUNDS	50 POUNDS	25 POUNDS	12½ POUNDS
DRY WHITE LEAD	9¾	10	10¼	10½
LITHARGE	10	10¼	10½	10¾
DRY RED LEAD	11	11¼	11½	11¾
RED LEAD IN OIL	12¼	12½	12¾	13

NATIONAL LEAD COMPANY
Atlantic Branch
111 BROADWAY NEW YORK, N. Y.

Superseding Previous Price Card Dated March 1, 1937

FEDERAL TRADE COMMISSION
Docket No. 5233 Commission's Exhibit No. 659

2

Commission's Exhibit No. 659.

2573

Com. Ex. 659-Y

DUTCH BOY WHITE LEAD

PRICE LIST

SEPTEMBER

Dutch Boy White Lead in Oil
Heavy Paste or Soft Paste

NET WEIGHT PACKAGES	CENTS PER POUND	PRICE PER PACKAGE
100 lb. keg	13	$13.00
50 " "	13¼	6.63
25 " "	13½	3.38
12½ " "	13¾	1.72
* 5 " can	16	
* 1 " "	18	

* Heavy Paste only

5 lb. cans packed 50 or 100 lbs. to case.
1 lb. cans packed 25 or 50 lbs. to case.

Above prices apply on any quantity

NATIONAL LEAD COMPANY
Atlantic Branch
111 BROADWAY NEW YORK, N. Y.

Superseding Previous Price Card Dated [illegible]

FEDERAL TRADE COMMISSION
Docket No. 659 Commission's Exhibit No. 659-Y

Com. Ex. 659-Z

DUTCH BOY WHITE LEAD

Dealers' Selling Schedule

SEPTEMBER

Dutch Boy White Lead in Oil
Heavy Paste or Soft Paste

NET WEIGHT PACKAGES	LIST PRICE		PRICE TO PAINTERS	
	CENTS PER POUND	PRICE PER PACKAGE	CENTS PER POUND	PRICE PER PACKAGE
100 lb. keg	13	$13.00	12	$12.00
50 " "	13¼	6.63	12¼	6.13
25 " "	13½	3.38	12½	3.13
12½ " "	13¾	1.72	12¾	1.60
* 5 " cans	16		15	
* 1 " "	18		17	

* Heavy Paste only

5 lb. cans packed 50 or 100 lbs. to case.
1 lb. cans packed 25 or 50 lbs. to case.

Above prices apply on any quantity

NATIONAL LEAD COMPANY
Atlantic Branch
111 BROADWAY NEW YORK, N. Y.

Superseding Previous Price Card Dated March 1, 1937

FEDERAL TRADE COMMISSION
Docket No. 659 Commission's Exhibit No. 659-Z

Com. Ex. 659-Z-1

DUTCH BOY WHITE LEAD

PRICE LIST
for DEALERS only

SEPTEMBER 13, 1937

Dutch Boy White Lead-in-Oil
Heavy Paste or Soft Paste

NET WEIGHT PACKAGES	CENTS PER POUND	PRICE PER PACKAGE
100 lb. keg	11	$11.00
50 " "	11¼	5.63
25 " "	11½	2.88
12½ " "	11¾	1.47
* 5 " can	13½	
* 1 " "	15¼	

* Heavy Paste only

5 lb. cans packed 50 or 100 lbs. to case.
1 lb. cans packed 25 or 50 lbs. to case.

Above prices apply on any quantity

Terms: Net 60 days - 2% 10 days.

NATIONAL LEAD COMPANY
Atlantic Branch
111 BROADWAY NEW YORK, N. Y.

Superseding Previous Price Card Dated March 1, 1937

FEDERAL TRADE COMMISSION
Docket No. 659 Commission's Exhibit No. 659-Z-1

2574 Commission's Exhibit No. 659.

1935

Com. Ex. 659-2-2

FORM 1-H

REVISION OF FIRST PARAGRAPH SECTION 7

APPOINTMENT OF SELLING AGENT

DUTCH BOY WHITE LEAD

7 - As compensation for the performance of his obligations hereunder the AGENT shall be allowed the difference between (1) the total value of his sales and (2) the total value of the merchandise sold calculated at the following schedule of prices.

PER HUNDRED POUNDS

100 Pound Kegs		$ 10 00
50	" "	10 25
25	" "	10 50
12½	" "	10 75
5	" Cans	12 00
1	" "	13 50

FEDERAL TRADE COMMISSION
Docket No. 5253 Commission's Exhibit No. 659-2-2

ATTACH THIS TO YOUR COPY OF AGREEMENT

1936

Commission's Exhibit No. 659.
2575

Jan 6x 659-2-3

FEDERAL TRADE COMMISSION
Docket No. 752 Commission's Exhibit No. 659-2-3

NET PRICES FOR AGENTS

SEPTEMBER 15, 1937

Subject to change without notice, we quote the following prices to our Agents.

DUTCH BOY

DRY WHITE LEAD - LITHARGE
DRY RED LEAD - RED LEAD IN OIL

PRODUCTS	NET WEIGHT PACKAGES CENTS PER POUND			
	100 lbs.	50 lbs.	25 lbs.	12½ lbs.
DRY WHITE LEAD	9¾	10	10¼	10½
LITHARGE	10	10¼	10½	10¾
DRY RED LEAD	11	11¼	11½	11¾
RED LEAD IN OIL	11¾	12	12¼	12½

Terms: Net 60 days - 2% 10 days.

NATIONAL LEAD COMPANY
Atlantic Branch
111 BROADWAY NEW YORK, N. Y.

Supersedes Price List Dated March 1, 1937

Jan 6x 659-2-4

FEDERAL TRADE COMMISSION
Docket No. 752 Commission's Exhibit No. 659-2-4

RESALE PRICES

(SUGGESTED)

SEPTEMBER 15, 1937

DUTCH BOY

DRY WHITE LEAD - LITHARGE
DRY RED LEAD - RED LEAD IN OIL

PRODUCTS	NET WEIGHT PACKAGES CENTS PER POUND			
	100 lbs.	50 lbs.	25 lbs.	12½ lbs.
DRY WHITE LEAD	11¾	12	12¼	12½
LITHARGE	12	12¼	12½	12¾
DRY RED LEAD	13	13¼	13½	13¾
RED LEAD IN OIL	13¾	14	14¼	14½

NATIONAL LEAD COMPANY
Atlantic Branch
111 BROADWAY NEW YORK, N. Y.

1937

Com. Ex. 659-2-5

PRICES FOR AGENTS

OCTOBER 19, 1937

FEDERAL TRADE COMMISSION
Docket No. 5253 Commission's Exhibit No. 659-Z-5

Subject to change without notice,
we quote the following prices to our Agents.

DUTCH BOY

DRY WHITE LEAD - LITHARGE
DRY RED LEAD - RED LEAD IN OIL

PRODUCTS	NET WEIGHT PACKAGES — CENTS PER POUND			
	100 lbs.	50 lbs.	25 lbs.	12½ lbs.
DRY WHITE LEAD	9	9¼	9½	9¾
LITHARGE	9	9¼	9½	9¾
DRY RED LEAD	10	10¼	10½	10¾
RED LEAD IN OIL	10¾	11	11¼	11½

Terms: Net 60 days - 2% 10 days.

NATIONAL LEAD COMPANY
Atlantic Branch
111 BROADWAY NEW YORK, N. Y.

Supersedes Price List Dated September 15, 1937

Com. Ex. 659-2-6

RESALE PRICES

(SUGGESTED)

OCTOBER 19, 1937

DUTCH BOY

DRY WHITE LEAD - LITHARGE
DRY RED LEAD - RED LEAD IN OIL

PRODUCTS	NET WEIGHT PACKAGES — CENTS PER POUND			
	100 lbs.	50 lbs.	25 lbs.	12½ lbs.
DRY WHITE LEAD	11	11¼	11½	11¾
LITHARGE	11	11¼	11½	11¾
DRY RED LEAD	12	12¼	12½	12¾
RED LEAD IN OIL	12¾	13	13¼	13½

FEDERAL TRADE COMMISSION
Docket No. 5253 Commission's Exhibit No. 659-Z-6

NATIONAL LEAD COMPANY
Atlantic Branch
111 BROADWAY NEW YORK, N. Y.

1938

Commission's Exhibit No. 659.

2577

FEDERAL TRADE COMMISSION
Docket No. 5253 Commission's Exhibit No. 659-Z-17

Com. Ex. 659-Z17

NET PRICES FOR AGENTS

MARCH 10, 1938

Subject to change without notice, we quote the following prices to our Agents.

DUTCH BOY

DRY WHITE LEAD — LITHARGE
DRY RED LEAD — RED LEAD IN OIL

PRODUCTS	NET WEIGHT PACKAGES CENTS PER POUND			
	100 LBS	50 LBS	25 LBS	12½ LBS
DRY WHITE LEAD	8	8¼	8½	8¾
LITHARGE	8	8¼	8½	8¾
DRY RED LEAD	9	9¼	9½	9¾
RED LEAD IN OIL	9¾	10	10¼	10½

Terms. Net 60 days - 2% 10 days.

NATIONAL LEAD COMPANY
Atlantic Branch
111 BROADWAY NEW YORK, N. Y.

Supersedes Price List Dated January 10, 1938

Com. Ex. 659-Z18

RESALE PR[illegible]

MARCH [illegible]

DUTCH BO[illegible]

DRY WHITE LEAD [illegible]
DRY RED LEAD [illegible]

PRODUCTS	[illegible]			
	100 LBS	[illegible]	[illegible]	[illegible]
DRY WHITE LEAD	10	10¼	10	[illegible]
LITHARGE	10	10¼	10½	10¾
DRY RED LEAD	11	11¼	11½	11¾
RED LEAD IN OIL	11¾	12 [illegible]	12¼	12½

FEDERAL TRADE COMMISSION
Docket No. 5253 Commission's Exhibit No. 659-Z-18

NATIONAL LEAD COMPANY
Atlantic Branch
111 BROADWAY NEW YORK, N. Y.

1943

DUTCH BOY WHITE LEAD

Dealers' Selling Schedule

MARCH 10, 1938

The following prices are in force from this date, subject to change without notice.

Dutch Boy White Lead-in-Oil
Heavy Paste or Soft Paste

NET WEIGHT PACKAGES	LIST PRICE		PRICE TO PAINTERS	
	CENTS PER POUND	PRICE PER PACKAGE	CENTS PER POUND	PRICE PER PACKAGE
100 lb. keg	11¼	$11.25	10¼	$10.25
50 " "	11½	5.75	10½	5.25
25 " "	11¾	2.94	10¾	2.69
12½ " "	12	1.50	11	1.38
* 5 " cans	14¼		13¼	
* 1 " "	16¼		15¼	

* Heavy Paste only

5 lb. cans packed 50 or 100 lbs. to case.
1 lb. cans packed 25 or 50 lbs. to case.

Above prices apply on any quantity

NATIONAL LEAD COMPANY
Atlantic Branch
111 BROADWAY NEW YORK, N. Y.

Superseding Previous Price Card Dated January 10, 1938

FEDERAL TRADE COMMISSION Docket No. 5252 Respondent's Exhibit No. 659

DUTCH BOY WHITE LEAD

PRICE LIST for DEALERS only

MARCH 10, 1938

Effective this date, prices to DEALERS

Dutch Boy White Lead-in-Oil
Heavy Paste or Soft Paste

NET WEIGHT PACKAGES	CENTS PER POUND	PRICE PER PACKAGE
100 lb. keg	9¼	$ 9.25
50 " "	9½	4.75
25 " "	9¾	2.44
12½ " "	10	1.25
5 " can	11¾	
* 1 " "	13½	

* Heavy Paste only

5 lb. cans packed 50 or 100 lbs. to case
1 lb. cans packed 25 or 50 lbs. to case

Above prices apply on any quantity

Terms: Net 60 days - 2% 10 days

NATIONAL LEAD COMPANY
Atlantic Branch
111 BROADWAY NEW YORK, N. Y.

Superseding Previous Price Card Dated Jan. 10, 1938

FEDERAL TRADE COMMISSION Docket No. 5252 Respondent's Exhibit No. 659

DUTCH BOY WHITE LEAD

PRICE LIST

MARCH 10, 1938

The prices are in force from this date [illegible] change without notice.

Dutch Boy White Lead-in-Oil
Heavy Paste or Soft Paste

NET WEIGHT PACKAGES	CENTS PER POUND	PRICE PER PACKAGE
100 lb. keg	11¼	$11.25
50 " "	11½	5.75
25 " "	11¾	2.94
12½ " "	12	1.50
* 5 " can	14¼	
* 1 " "	16¼	

* Heavy Paste only

5 lb. cans packed 50 or 100 lbs. to case
1 lb. cans packed 25 or 50 lbs. to case

Above prices apply on any quantity

NATIONAL LEAD COMPANY
Atlantic Branch
111 BROADWAY NEW YORK, N. Y.

1941

Superseding Previous Price Card Dated Jan. 10, 1938

FORM 1-H

Effective March 10, 1938

REVISION OF FIRST PARAGRAPH SECTION 7
APPOINTMENT OF SELLING AGENT
DUTCH BOY WHITE LEAD

7. - As compensation for the performance of his obligations hereunder, the AGENT shall be allowed the difference between (1) the total value of his sales, and (2) the total value of the merchandise sold calculated at the following schedule of prices

PER HUNDRED POUNDS

100 Pound Kegs	$ 8 25
50 " "	8 50
25 " "	8 75
12½ " "	9 00

PLEASE NOTE-One pound and five pound cans are not included in our agency appointment
Our prices to agents until further notice are as follows

Five pound cans	10¼¢ per pound
One " "	11¾¢ " "

Terms: Net 60 days - 2% 10 days

FEDERAL TRADE COMMISSION
Docket No. [illegible] Commission's Exhibit No. [illegible]

ATTACH THIS TO YOUR COPY OF AGENCY CONTRACT

Commission's Exhibit No. 659.

Cor Ex 659-2-23

NET PRICES FOR AGENTS

SEPTEMBER 26, 1938

Subject to change without notice
we quote the following prices to our Agents

DUTCH BOY

DRY WHITE LEAD — LITHARGE
DRY RED LEAD — RED LEAD IN OIL

PRODUCTS	NET WEIGHT PACKAGES CENTS PER POUND			
	100 LBS.	50 LBS.	25 LBS	12½ LBS
DRY WHITE LEAD	8½	8¾	9	9¼
LITHARGE	8½	8¾	9	9¼
DRY RED LEAD	9½	9¾	10	10¼
RED LEAD IN OIL	10¼	10½	10¾	11

Terms: Net 60 days - 2% 10 days

NATIONAL LEAD COMPANY
Atlantic Branch
111 BROADWAY NEW YORK, N. Y.

Supersedes Price List Dated March 10, 1938

FEDERAL TRADE COMMISSION
Docket No. 5253 Commission's Exhibit No. 659

Cor Ex 659-2-24

RESALE PRICES

(SUGGESTED)

SEPTEMBER 26, 1938

DUTCH BOY

DRY WHITE LEAD — LITHARGE
DRY RED LEAD — RED LEAD IN OIL

PRODUCTS	NET WEIGHT PACKAGES CENTS PER POUND			
	100 LBS	50 LBS	25 LBS	12½ LBS
DRY WHITE LEAD	10½	10¾	11	11¼
LITHARGE	10½	10¾	11	11¼
DRY RED LEAD	11½	11¾	12	12¼
RED LEAD IN OIL	12¼	12½	12¾	13

FEDERAL TRADE COMMISSION
Docket No. 5253 Commission's Exhibit No. 659-2-24

NATIONAL LEAD COMPANY
Atlantic Branch
BROADWAY NEW YORK, N. Y.

1946

FEDERAL TRADE COMMISSION
Docket No. 5253 Commission's Exhibit No. 659-2-23

2586 Commission's Exhibit No. 659.

Com. Ex. 659-2-24

DUTCH BOY WHITE LEAD

PRICE LIST

SEPTEMBER 26, 1938

The following prices are in force from this date, subject to change without notice.

Dutch Boy White Lead-in-Oil
Heavy Paste or Soft Paste

NET WEIGHT PACKAGES	CENTS PER POUND	PRICE PER PACKAGE
100 lb. keg	11¾	$11.75
50 " "	12	6.00
25 " "	12¼	3.07
12½ " "	12½	1.57
* 5 " can	14¾	
* 1 " "	16¾	

* Heavy Paste only

5 lb. cans packed 80 or 100 lbs. to case.
1 lb. cans packed 25 or 50 lbs. to case.

Above prices apply on any quantity

NATIONAL LEAD COMPANY
Atlantic Branch
111 BROADWAY NEW YORK, N. Y.

Superseding Previous Price Card Dated March 10, 1938

COMMISSION EXHIBIT

FEDERAL TRADE COMMISSION

Com. Ex. 659-2-26

DUTCH BOY WHITE LEAD

Dealers' Selling Schedule

SEPTEMBER 26, 1938

The following prices are in force from this date, subject to change without notice.

Dutch Boy White Lead-in-Oil
Heavy Paste or Soft Paste

NET WEIGHT PACKAGES	LIST PRICE		PRICE TO PAINTERS	
	CENTS PER POUND	PRICE PER PACKAGE	CENTS PER POUND	PRICE PER PACKAGE
100 lb. keg	11¾	$11.75	10¾	$10.75
50 " "	12	6.00	11	5.50
25 " "	12¼	3.07	11¼	2.82
12½ " "	12½	1.57	11½	1.44
* 5 " cans	14¾		13¾	
* 1 " "	16¾		15¾	

* Heavy Paste only

5 lb. cans packed 80 or 100 lbs. to case
1 lb. cans packed 25 or 50 lbs. to case

Above prices apply on any quantity

NATIONAL LEAD COMPANY
Atlantic Branch
111 BROADWAY NEW YORK, N. Y.

Superseding Previous Price Card Dated March 10, 1938

FEDERAL TRADE COMMISSION

Com. Ex. 659-2-27

DUTCH BOY WHITE LEAD

PRICE LIST for DEALERS only

SEPTEMBER 26, 1938

Effective this date, we quote the following prices to DEALERS only, subject to change without notice.

Dutch Boy White Lead-in-Oil
Heavy Paste or Soft Paste

NET WEIGHT PACKAGES	CENTS PER POUND	PRICE PER PACKAGE
100 lb. keg	9¾	$ 9.75
50 " "	10	5.00
25 " "	10¼	2.57
12½ " "	10½	1.32
* 5 " can	12¼	
* 1 " "	14	

* Heavy Paste only

5 lb. cans packed [illegible]
1 lb. cans packed [illegible]

Above prices apply on any quantity

Terms: Net 30 days [illegible] 10 days

NATIONAL LEAD COMPANY
Atlantic Branch
111 BROADWAY NEW YORK, N. Y.

1917

Superseding Previous Price Card Dated March [illegible]

Commission's Exhibit No. 659.

2587

Com. Ex. 659-2-28

REVISION OF FIRST PARAGRAPH

APPOINTMENT OF SELLING AGENT

DUTCH BOY WHITE

FEDERAL TRADE COMMISSION

Docket No. 5253 Commission's Exhibit No. 659-2-28

7. - As compensation for the performance of his [illegible] allowed the difference between (1) the total [illegible] the merchandise sold calculated at the following [illegible]

PER HUNDRED POUNDS

100 Pound Keg [illegible]

50 [illegible]

25 [illegible]

12 [illegible]

PLEASE NOTE One pound [illegible]

Our [illegible]

[illegible]

[illegible]

[illegible]

4

Com. Ex. 659-Z-29

DUTCH BOY WHITE LEAD

PRICE LIST

for DEALERS only

FEBRUARY 27, 1939

Effective this date we quote the following for DEALERS only, subject to change without notice.

Dutch Boy White Lead in Oil
Heavy Paste or Soft Paste

NET WEIGHT PACKAGES	CENTS PER POUND	PRICE PER PACKAGE
100 lb. keg	10¼	$10.25
50 " "	10½	5.25
25 " "	10¾	2.69
12½ " "	11	1.38
5 " can	12¾	
1 " "	14½	

Heavy Paste only

5 lb. cans packed 50 or 100 lbs. to case.
1 lb. cans packed 25 or 50 lbs. to case.

Above prices apply on any quantity

Terms: Net 60 days - 2% 10 days.

NATIONAL LEAD COMPANY

Atlantic Branch

111 BROADWAY NEW YORK, N. Y.

1949

Previous Price Card Dated Sept. 26, 1938

FEDERAL TRADE COMMISSION
Docket No. 659-Z-29

Com. Ex. 659-Z-30

FEDERAL TRADE COMMISSION
Docket No. 5253 Commission's Exhibit No. 659-Z-30

DUTCH BOY WHITE LEAD

PRICE LIST

FEBRUARY 27, 1939

The following prices are in force from this date subject to change without notice.

Dutch Boy White Lead-in-Oil
Heavy Paste or Soft Paste

NET WEIGHT PACKAGES	CENTS PER POUND	PRICE PER PACKAGE
100 lb. keg	12¼	$12.25
50 " "	12½	6.25
25 " "	12¾	3.19
12½ " "	13	1.63
* 5 " can	15¼	
* 1 " "	17¼	

* Heavy Paste only

5 lb. cans packed 50 or 100 lbs. to case.
1 lb. cans packed 25 or 50 lbs. to case.

Above prices apply on any quantity

NATIONAL LEAD COMPANY
Atlantic Branch
111 BROADWAY NEW YORK, N. Y.

Superseding Previous Price Card Dated Sept. 26, 1938

Com. Ex. 659-Z-31

FEDERAL TRADE COMMISSION
Docket No. 5253 Commission's Exhibit No. 659-Z-31

DUTCH BOY WHITE LEAD

Dealers' Selling Schedule

FEBRUARY 27, 1939

The following prices are in force from this date, subject to change without notice.

Dutch Boy White Lead-in-Oil
Heavy Paste or Soft Paste

NET WEIGHT PACKAGES	LIST PRICE		PRICE TO PAINTERS	
	CENTS PER POUND	PRICE PER PACKAGE	CENTS PER POUND	PRICE PER PACKAGE
100 lb. keg	12¼	$12.25	11¼	$11.25
50 " "	12½	6.25	11½	5.75
25 " "	12¾	3.19	11¾	2.94
12½ " "	13	1.63	12	1.50
* 5 " cans	15¼		14¼	
* 1 " "	17¼		16¼	

* Heavy Paste only

5 lb. cans packed 50 or 100 lbs. to case.
1 lb. cans packed 25 or 50 lbs. to case.

Above prices apply on any quantity

NATIONAL LEAD COMPANY
Atlantic Branch 1950
111 BROADWAY NEW YORK, N. Y.

Superseding Previous Price Card Dated Sept. 26, 1938

5

FORM 1 H

Com. Ex. 659-Z-3 Effective February 27, 1939

REVISION OF FIRST PARAGRAPH SECTION 7

APPOINTMENT OF SELLING AGENT

DUTCH BOY WHITE LEAD

7 As compensation for the performance of his obligations hereunder, the AGENT shall be allowed the difference between (1) the total value of his sales, and (2) the total value of the merchandise sold calculated at the following schedule of prices:

PER HUNDRED POUNDS

100 Pound Kegs	$ 9.25
50 " "	9.50
25 " "	9.75
12½ " "	10.00

FEDERAL TRADE COMMISSION
Docket No. 525-3 Commission's Exhibit No. 659-Z-3½

~~NOTE:~~ One pound and five pound cans are not included in our agency appointment. Our prices to agents until further notice are as follows:

Five pound cans . . . 11¼¢ per pound
One " " . . . 12¾¢ " "

10 days

1951

Com. Ex. 659-Z-33

T PRICES FOR AGENTS

SEPTEMBER 26, 1939

Subject to change without notice
we quote the following prices to our Ag nts

DUTCH BOY

RY WHITE LEAD - LITHARGE
RY RED LEAD - RED LEAD IN OIL

PRODUCTS	NET WEIGHT PACKAGES CENTS PER POUND			
	100 LBS.	50 LBS.	25 LBS.	12½ LBS.
RY WHITE LEAD	9	9¼	9½	9¾
LITHARGE	9	9¼	9½	9¾
DRY RED LEAD	10	10¼	10½	10¾
RED LEAD IN OIL	10¾	11	11¼	11½

Terms: Net 60 days - 2% 10 days

NATIONAL LEAD COMPANY
Atlantic Branch
111 BROADWAY NEW YORK, N. Y.

Supersedes Price List Dated September 26, 1938

Com. Ex. 659-Z-34

RESALE PRICES

(SUGGESTED)

SEPTEMBER 26, 1939

DUTCH BOY

DRY WHITE LEAD - LITHARGE
DRY RED LEAD - RED LEAD IN OIL

PRODUCTS	NET WEIGHT PACKAGES CENTS PER POUND			
	100 LBS.	50 LBS.	25 LBS.	12½ LBS.
DRY WHITE LEAD	11	11¼	11½	11¾
LITHARGE	11	11¼	11½	11¾
DRY RED LEAD	12	12¼	12½	12¾
RED LEAD IN OIL	12¾	13	13¼	13½

FEDERAL TRADE COMMISSION
Docket No. 5253 Commission's Exhibit No. 659-Z-34

NATIONAL LEAD COMPANY
Atlantic Branch
111 BROADWAY NEW YORK, N. Y.

1952

FEDERAL TRADE COMMISSION
Docket No. 5253 Commission's Exhibit No. 659-Z-33

2592

Commission's Exhibit No. 659.

Com. Ex. 659-Z-35

DUTCH BOY WHITE LEAD

PRICE LIST for DEALERS only

SEPTEMBER 26, 1939

FEDERAL TRADE COMMISSION Docket No. 5253 Commission's Exhibit No. 659-Z-35

Effective this date, we quote the following prices to DEALERS only, subject to change without notice.

Dutch Boy White Lead-in-Oil
Heavy Paste or Soft Paste

NET WEIGHT PACKAGES	CENTS PER POUND	PRICE PER PACKAGE
100 lb. keg	10¾	$10.75
50 " "	11	5.50
25 " "	11¼	2.82
12½ " "	11½	1.44
5 " can	13¼	
* 1 " "	15	

* Heavy Paste Only
5 lb. cans packed [illegible] to case
1 lb. [illegible]

Above prices apply on any quantity

Terms: Net 60 days, 2% 10 days

NATIONAL LEAD COMPANY
Atlantic Branch
111 BROADWAY NEW YORK, N. Y.

Superseding Previous Price Card Dated Feb. 27, 1939

Com. Ex. 659-Z-36

DUTCH BOY WHITE LEAD

Dealers' Selling Schedule

SEPTEMBER 26

FEDERAL TRADE COMMISSION Docket No. 5253 Commission's Exhibit No. 659-Z-36

The following prices are in force from this date, subject to change without notice.

Dutch Boy White Lead-in-Oil
Heavy Paste or Soft Paste

NET WEIGHT PACKAGES	LIST PRICE		PRICE TO PAINTERS	
	CENTS PER POUND	PRICE PER PACKAGE	CENTS PER POUND	PRICE PER PACKAGE
100 lb. keg	12¾	$12.75	11¾	$11.75
50 " "	13	6.50	12	6.00
25 " "	13¼	3.32	12¼	3.07
12½ " "	13½	1.69	12½	1.57
* 5 " cans	15¾		14¾	
* 1 " "	17¾		16¾	

500 lbs. (one delivery) less ½¢ per lb.

* Heavy Paste Only
5 lb. cans packed [illegible] to case
1 lb. [illegible]

NATIONAL LEAD COMPANY
Atlantic Branch
111 BROADWAY NEW YORK, N. Y.

Superseding Previous Price Card Dated February 27, 1939

Com. Ex. 659-Z-37

DUTCH BOY WHITE LEAD

PRICE LIST

SEPTEMBER 26, 1939

FEDERAL TRADE COMMISSION Docket No. 5253 Commission's Exhibit No. 659-Z-37

The following prices are in force from this date, subject to change without notice.

Dutch Boy White Lead-in-Oil
Heavy Paste or Soft Paste

NET WEIGHT PACKAGES	CENTS PER POUND	PRICE PER PACKAGE
100 lb. keg	12¾	$12.75
50 " "	13	6.50
25 " "	13¼	3.32
12½ " "	13½	1.69
* 5 " can	15¼	
* 1 " "	17¾	

500 lbs. (one delivery) less ½¢ per lb.

* Heavy Paste Only
5 lb. cans packed 50 or 100 lbs. to case
1 lb. " " 25 or 50 "

NATIONAL LEAD COMPANY
Atlantic Branch
111 BROADWAY NEW YORK, N. Y.

1953

Superseding Previous Price Card Dated Feb. 27, 1939

Com. Ex. 659-Z-3

FORM 1-H

Effective September 26, 1939

REVISION OF FIRST PARAGRAPH - SECTION 7

APPOINTMENT OF SELLING AGENT

DUTCH BOY WHITE LEAD

7. As compensation for the performance of his obligations, hereunder, the AGENT shall be allowed the difference between (1) the total value of his sales, and (2) the total value of the merchandise sold calculated at the following schedule of prices:

FEDERAL TRADE COMMISSION
Docket No. 5253 Commission's Exhibit No. 659-Z-3

PER HUNDRED POUNDS	
100 Pound Kegs	$ 9.75
50 " "	10.00
25 " "	10.25
12½ " "	10.50

PLEASE NOTE—One pound and five pound cans are not included in our agency appointment. Our prices to agents until further notice are as follows:

Five pound cans . . . 11¾¢ per pound
One " " . . . 13¼¢ " "

Terms Net 60 days - 2% 10 days

195-1

ATTACH THIS TO YOUR COPY OF AGENCY CONTRACT. SUPERSEDES REVISION DATED FEBRUARY 27 1939

Com. Ex. 659-Z-39

DUTCH BOY WHITE LEAD

PRICE LIST

TO DEALERS

APRIL

FEDERAL TRADE COMMISSION

Dutch Boy White Lead in Oil

Heavy Paste or Soft Paste

NET WEIGHT PACKAGES	CENTS PER POUND	PRICE PER PACKAGE
100 lb. Keg	11¼	$11.25
50 " "	11½	5.75
25 " "	11¾	2.94
12½ " "	12	1.50
5 " can	13¾	
* 1 " "	15½	

* Heavy Paste Only

5 lb. cans packed 50 or 100 lbs. to case

1 lb. " " 25 or 50

Above prices apply on any quantity

Terms Net 60 days 2% 10 days

NATIONAL LEAD COMPANY

Atlantic Branch

111 BROADWAY NEW YORK, N. Y.

Superseding Previous Price Card Dated Sept. 26, 1939

Com. Ex. 659-Z-40

DUTCH BOY WHITE LEAD

PRICE LIST

APRIL

FEDERAL TRADE COMMISSION

Dutch Boy White Lead in Oil

Heavy Paste or Soft Paste

NET WEIGHT PACKAGES	CENTS PER POUND	PRICE PER PACKAGE
100 lb. keg	13¼	$13.25
50 "	13½	6.75
25 "	13¾	3.44
12½ " "	14	1.75
5 " can	16¼	
* 1 " "	18¼	

500 lbs. (one delivery) less ½¢ per lb.

* Heavy Paste Only

5 lb. cans packed 50 or 100 lbs. to case

1 lb. " " 25 or 50

NATIONAL LEAD COMPANY

Atlantic Branch

111 BROADWAY NEW YORK, N. Y.

Superseding Previous Price Card Dated Sept. 26, 1939

Com. Ex. 659-Z-41

DUTCH BOY WHITE LEAD

Dealers' Selling Schedule

APRIL 26, 1941

The following prices are in effect ... subject to change without ...

FEDERAL TRADE COMMISSION

Dutch Boy White Lead-in-Oil

Heavy Paste or Soft Paste

NET WEIGHT PACKAGES	LIST PRICE		PRICE TO PAINTERS	
	CENTS PER POUND	PRICE PER PACKAGE	CENTS PER POUND	PRICE PER PACKAGE
100 lb. keg	13¼	$13.25	12¼	$12.25
50 "	13½	6.75	12½	6.25
25 "	13¾	3.44	12¾	3.19
12½ " "	14	1.75	13	1.63
* 5 " cans	16¼		15¼	
* 1 " "	18¼		17¼	

500 lbs. (one delivery) less ½¢ per lb.

* Heavy Paste Only

5 lb. cans packed 50 or 100 lbs. to case

1 lb. " " 25 or 50

NATIONAL LEAD COMPANY

Atlantic Branch

111 BROADWAY NEW YORK, N. Y.

1953

Superseding Previous Price Card Dated September

Commission's Exhibit No. 659.

2595

Com. Ex. 659-Z-42

Effective April 26, 1941

REVISION OF FIRST PARAGRAPH - SECTION 3

APPOINTMENT OF SELLING AGENT

DUTCH BOY WHITE LEAD

As compensation for the performance of his obligations, hereunder, the AGENT shall be allowed the difference between (1) the total value of his sales, and (2) the total value of the merchandise sold calculated at the following schedule of prices:

PER HUNDRED POUNDS

100 Pound Kegs	$10 25
50 " "	10 50
25 " "	10 75
12½ " "	11 00

PLEASE NOTE-One pound and five pound cans are not included in our agency appointment.

Our prices to agents until further notice are as follows:

Five pound cans . . . 12¼¢ per pound

One " " . . . 13¾¢ "

Terms: Net 60 days - 2% 10 days

ATTACH THIS TO YOUR COPY OF AGENCY CONTRACT. SUPERSEDES REVISION DATED [illegible]

FEDERAL TRADE COMMISSION

Docket No. 5253 Commission's Exhibit No. 659-Z-42

1956

2596 *Commission's Exhibit No. 659.*

Com Ex. 659-Z-43

...CES FOR AGENTS

R 02

JULY 21, 1941

...change without notice
...following prices to our Agents

DUTCH BOY

DRY WHITE LEAD - LITHARGE
DRY RED LEAD - RED LEAD IN OIL

PRODUCTS	NET WEIGHT PACKAGES CENTS PER POUND			
	100 LBS.	50 LBS.	25 LBS.	12½ LBS.
DRY WHITE LEAD	9¾	10	10¼	10½
LITHARGE	9½	9¾	10	10¼
DRY RED LEAD	10½	10¾	11	11¼
RED LEAD IN OIL	11¼	11½	11¾	12

Terms: Net 60 days - 2% 10 days.

NATIONAL LEAD COMPANY
Atlantic Branch
111 BROADWAY NEW YORK, N. Y.

FEDERAL TRADE COMMISSION
Docket No. 5252 Commission's Exhibit No. 659-Z-43

Com Ex. 659-Z-44

RESALE PRICES

(SUGGESTED)

R 02

JULY 21, 1941

DUTCH BOY

DRY WHITE LEAD - LITHARGE
DRY RED LEAD - RED LEAD IN OIL

PRODUCTS	NET WEIGHT PACKAGES CENTS PER POUND			
	100 LBS.	50 LBS.	25 LBS.	12½ LBS.
DRY WHITE LEAD	11¾	12	12¼	12½
LITHARGE	11½	11¾	12	12¼
DRY RED LEAD	12½	12¾	13	13¼
RED LEAD IN OIL	13¼	13½	13¾	14

FEDERAL TRADE COMMISSION
Docket No. 5251 Commission's Exhibit No. 659-Z-44

NATIONAL LEAD COMPANY
Atlantic Branch
111 BROADWAY NEW YORK, N. Y.

1957

DUTCH BOY WHITE LEAD

PRICE LIST

for DEALERS only

JANUARY 26, 1942

FEDERAL TRADE COMMISSION
Docket No. 659 Commission's Exhibit No. 659-2-45

Effective this date, we quote the following prices for DEALERS only, subject to change without notice.

Dutch Boy White Lead-in-Oil
Heavy Paste or Soft Paste

NET WEIGHT PACKAGES	CENTS PER POUND	PRICE PER PACKAGE
100 lb. keg	11¾	$11.75
50 " "	12	6.00
25 " "	12¼	3.07
12½ " "	12½	1.57
* 5 " can	14¼	
* 1 " "	16	

* Heavy Paste Only
5 lb. cans packed 50 or 100 lbs. to case
1 lb. " " 25 or 50 " " "

Above prices apply on any quantity

Terms: Net 60 days - 2% 10 days.

NATIONAL LEAD COMPANY
Atlantic Branch
111 BROADWAY NEW YORK, N. Y.

Superseding Previous Price Card Dated April 26, 1941

659-2-46

DUTCH BOY WHITE LEAD

Dealers' Selling Schedule

JANUARY

FEDERAL TRADE COMMISSION
Docket No. 659 Commission's Exhibit No. 659-2-46

The following [illegible]
subject [illegible]

Dutch Boy White Lead-in-Oil
Heavy Paste or Soft Paste

NET WEIGHT PACKAGES	LIST PRICE		PRICE PAINT	
	CENTS PER POUND	PRICE PER PACKAGE	PER POUND	
100 lb. keg	13¾	$13.[illegible]	12¾	[illegible]
50 " "	14	7.00	13	[illegible]
25 " "	14¼	3.57	13¼	[illegible]
12½ " "	14½	1.82	13½	[illegible]
* 5 " cans	16¾		15¾	
* 1 " "	18¾		17¾	

500 lbs. (one delivery) less ½ per [illegible]

* [illegible]

NATIONAL LEAD COMPANY
Atlantic Branch
111 BROADWAY NEW YORK, N. Y.

Superseding Previous Price Card Dated April 26, 1941

FEDERAL TRADE COMMISSION
Docket No. 5253 Commission's Exhibit No. 659-Z-47

Com. Ex. 659-Z-47

NET PRICES FOR AGENTS

JANUARY 26, 194[illegible]

Subject to change with [illegible] we quote the following pri[illegible]

DUTCH BOY

DRY WHITE LEAD - LITHARGE
DRY RED LEAD - RED LEAD IN OIL

PRODUCTS	NET WEIGHT PACKAGES CENTS PER POUND			
	100 LBS.	50 LBS.	25 LBS.	12½ LBS.
DRY WHITE LEAD	10¼	10½	10¾	11
LITHARGE	10	10¼	10½	10¾
DRY RED LEAD	11	11¼	11½	11¾
RED LEAD IN OIL	12	12¼	12½	12¾

Terms: Net 60 days - 2% 10 days

NATIONAL LEAD COMPANY
Atlantic Branch
111 BROADWAY NEW YORK, N. Y.

Superseding Previous Price Card Dated July 21, 194[illegible]

FEDERAL TRADE COMMISSION
Docket No. 5253 Commission's Exhibit No. 659-Z-48

Com. Ex. 659-Z-48

RESALE PRICES

JANUARY 26, [illegible]

DUTCH BOY

DRY WHITE LEAD - LITHARGE
DRY RED LEAD - RED LEAD IN OIL

PRODUCTS	NET WEIGHT PACKAGES CENTS PER POUND			
	100 LBS.	50 LBS.	25 LBS.	12½ LBS.
DRY WHITE LEAD	12¼	12½	12¾	13
LITHARGE	12	12¼	[illegible]	[illegible]
DRY RED LEAD	13	13¼	[illegible]	[illegible]
RED LEAD IN OIL	14	14¼	14½	14

NATIONAL LEAD COMPANY
Atlantic Branch
111 BROADWAY NEW YORK, N. Y.

1958

Com. Ex 659-2-49

FORM C-H

Effective January 26, 1942

REVISION OF FIRST PARAGRAPH - SECTION 7

APPOINTMENT OF SELLING AGENT

DUTCH BOY WHITE LEAD

7. - As compensation for the performance of his obligations hereunder, the AGENT shall be allowed the difference between (1) the total value of his sales, and (2) the total value of the merchandise sold calculated at the following schedule of prices:

PER HUNDRED POUNDS

100 Pound Kegs	$10.75
50	11.00
25	11.25
12½	11.50

PLEASE NOTE: One pound [illegible] Agency appointment.

1959

FEDERAL TRADE COMMISSION

Docket No. 5253 Commission's Exhibit No. 659-2-49

ATTACH THIS TO YOUR COPY OF AGENCY CONTRACT.

SUPERSEDES REVISION DATED APRIL 26, 1941

2600 Commission's Exhibit No. 659.

November 15, 1933

SELLING AGENTS' PRICE LIST

DUTCH BOY AND CARTER WHITE LEAD-IN-OIL

	Per Pound	Per Package
100-lb. Kegs	.11⅛	$11.13
50-lb. Kegs	.11⅜	5.69
25-lb. Kegs	.11⅜	2.85
12½-lb. Kegs	.11⅝	1.46
5-lb. Cans	.14⅛	.71
1-lb. Cans	.17	.17

NATIONAL LEAD COMPANY
722 Chestnut Street
St. Louis, Mo.

QUANTITY DISCOUNTS

On single deliveries of from 500 lbs. to 1000 lbs.....10%
On single deliveries of 1000 lbs. or more.....10% and 6%
Terms: 60 days net—2% for cash in 15 days—
F.O.B. Selling Agents' Points

REPRINT

PRICE LIST

June 1, 1933

The following prices on our products are in force from this date, subject to change without notice.

WHITE LEAD AND OXIDES

Net Weight Packages Price per Pound	KEGS			*CANS	
	100 Pound	50 & 25 Pounds	12½ Pounds	5 Pounds	1 Pound
	Cents	Cents	Cents	Cents	Cents
DUTCH BOY & CARTER WHITE LEAD in oil (Heavy or Soft Paste)	11	11¼	11½	14	16
DRY WHITE LEAD	11	11¼	11½		
DUTCH BOY RED LEAD in oil	11½	11¾	12		
DRY RED LEAD and LITHARGE	11	11¼	11½		

* In Heavy Paste Only.

[illegible] 50 or 100 lbs. to case; 1 lb. cans packed 25, 50 or 100 lbs. to case.

FEDERAL TRADE COMMISSION
Docket No. 3233 Commission's Exhibit No. 659-2

NATIONAL LEAD COMPANY
ATLANTIC BRANCH
111 Broadway New York City

1961 5

2602 Commission's Exhibit No. 659.

SEPT. 14, '37 (Price change) Com. Exh. 660

PRICE LIST Supercedes Price List of March 1, 1937
SUBJECT TO CHANGE WITHOUT NOTICE

EAGLE WHITE LEAD

All-Purpose and Heavy Paste

DEALERS' RECOMMENDED SELLING SCHEDULE

NET WEIGHT PACKAGES—PRICE PER PACKAGE*						
	STEEL KEGS				CANS†	
	100 Pounds	50 Pounds	25 Pounds	12½ Pounds	5 Pounds	1 Pound
LIST	13.00	6.63	3.38	1.72		
PAINTER	12.00	6.13	3.13	1.60		

*THESE PRICES ARE FOR ANY QUANTITY
†1 lb. Cans (Heavy Paste Only) 25 lb. cartons
5 lb. Cans (Heavy Paste Only) 50 lb. cartons

THE EAGLE-PICHER SALES COMPANY
1130 Broadway, Cincinnati, Ohio

WL

SEPT. 14, '37 PRICE CHANGE

DEALER'S COST SCHEDULE
Eagle White Lead

STEEL KEGS	
100 Pounds	11.00
50 Pounds	11.25
25 Pounds	11.50
12½ Pounds	11.75
CANS† (Heavy Paste Only)	
5 Pounds	13.50
1 Pound	15.25

*Price per 100 pounds
†1 lb. Cans in 25 lb. Cartons
5 lb. Cans in 50 lb. Cartons

1963

FEDERAL TRADE COMMISSION
Exhibit No. 660-A

EAGLE PRODUCTS

FOR PAINTING
White Lead in Oil
Sublimed Blue Lead in Oil
Red Lead in Oil
Flatting Oil

HOME INSULATION
Type H-1 Home Insulation
"Bat" Insulation
Pipe Insulation
"66" Furnace and Hot Water Tank Insulation

INDUSTRIAL INSULATION
Eagle Super "66" Plastic Insulation
Eagle Insulfelt (Waterproofing Cement)
Boiler Setting Cement
Pipe and Blanket Insulation

PIGMENTS AND OXIDES
White Lead Carbonate
Sublimed White Lead
Super Sublimed White Lead
Sublimed Blue Lead
Lead Oxides
Red Lead
Orange Mineral
Litharge
Sublimed Litharge
Lithopone
Titanated Lithopone
Zinc Oxides

METAL GOODS
Solders
Bearing Metals
Type Metals
Lead Wool
Rope Socket Metal
Roofing Washers
Chemical Lead Pipe
Chemical Sheet Lead

PLUMBING GOODS
Lead Pipe
Traps and Bends
Roof Flanges
Sheet Lead

SEE NEW PRICE LIST ON REVERSE SIDE

1961

THE EAGLE-PICHER SALES COMPANY, General Offices, CINCINNATI, OHIO

JAN. 11, '38 (Decline) Com Ex. 660-C

PRICE LIST Supersedes Price List of Oct. 20, 1937 SUBJECT TO CHANGE WITHOUT NOTICE

EAGLE WHITE LEAD

All-Purpose and Heavy Paste

DEALERS' RECOMMENDED SELLING SCHEDULE

NET WEIGHT PACKAGES—PRICE PER PACKAGE*						
	STEEL KEGS				CANS†	
	100 Pounds	50 Pounds	25 Pounds	12½ Pounds	5 Pounds	1 Pound
LIST	11.75	6.00	3.07	1.57		
PAINTER	10.75	5.50	2.82	1.44		

*THESE PRICES ARE FOR ANY QUANTITY
†1 lb. Cans (Heavy Paste Only) 25 lb. cartons
5 lb. Cans (Heavy Paste Only) 50 lb. cartons

THE EAGLE-PICHER SALES COMPANY
1030 Broadway, Cincinnati, Ohio

1967 WL

JAN. 11, '38 DECLINE

DEALER'S COST SCHEDULE
Eagle White Lead

PRICE PER 100 LBS.		
	Less Than 500 lb. Lots	500 lbs. or more
100 lb. Kegs	10.00	9.75
50 lb. Kegs	10.25	10.00
25 lb. Kegs	10.50	10.25
12½ lb. Kegs	10.75	10.50
CANS† (Heavy Paste Only)		
5 Pounds	12.50	12.25
1 Pound	14.25	14.00

†1 lb. Cans in 25 lb. Cartons
5 lb. Cans in 50 lb. Cartons

1967

FEDERAL TRADE COMMISSION Docket 5253 Commission's Exhibit No. 660-C

EAGLE PRODUCTS

FOR PAINTING
White Lead in Oil
Sublimed Blue Lead in Oil
Red Lead in Oil
Flatting Oil

HOME INSULATION
Type H-1 Home Insulation
Flat Insulation
Pipe Insulation
"66" Furnace and Hot Water Tank Insulation

INDUSTRIAL INSULATION
Eagle Super "66" Plastic Insulation
Eagle Insulseal (Waterproofing Cement)
Boiler Setting Cement
Pipe and Blanket Insulation

PIGMENTS AND OXIDES
White Lead Carbonate
Sublimed White Lead
Super Sublimed White Lead
Sublimed Blue Lead
Lead Oxides
Red Lead
Orange Mineral
Litharge
Sublimed Litharge
Lithopone
Titanated Lithopone
Zinc Oxides

METAL GOODS
Solders
Bearing Metals
Type Metals
Lead Wool
Rope Socket Metal
Roofing Washers
Chemical Lead Pipe
Chemical Sheet Lead

PLUMBING GOODS
Lead Pipe
Traps and Bends
Pool Flanges
Sheet Lead

SEE NEW PRICE LIST ON REVERSE SIDE

THE EAGLE-PICHER SALES COMPANY, General Offices, CINCINNATI, OHIO

1968

MARCH 1, 1939 (Advance) Com'n Ex 660-F

PRICE LIST Supersedes Price List of Oct. 1, 1938
SUBJECT TO CHANGE WITHOUT NOTICE

EAGLE WHITE LEAD

All-Purpose and Heavy Paste

DEALERS' RECOMMENDED SELLING SCHEDULE

NET WEIGHT PACKAGES—PRICE PER PACKAGE*						
	STEEL KEGS				CANS†	
	100 Pounds	50 Pounds	25 Pounds	12½ Pounds	5 Pounds	1 Pound
LIST	12.25	6.25	3.19	1.63		
PAINTER	11.25	5.75	2.94	1.50		

*THESE PRICES ARE FOR ANY QUANTITY
†1 lb. Cans (Heavy Paste Only) 25 lb. cartons
5 lb. Cans (Heavy Paste Only) 50 lb. cartons

THE EAGLE-PICHER SALES COMPANY
CINCINNATI, OHIO

WL

FEDERAL TRADE COMMISSION Respondent's Exhibit No. 660-F

MAR. 1, '39 ADVANCE

DEALER'S COST SCHEDULE
Eagle White Lead

PRICE PER 100 LBS.		
	Less than 500 lb. Lots	500 lbs. or more
100 lb. Kegs	10.50	10.25
50 lb. Kegs	10.75	10.50
25 lb. Kegs	11.00	10.75
12½ lb. Kegs	11.25	11.00
CANS† (Heavy Paste only)		
5 lb. Cans	13.00	12.75
1 lb. Cans	14.75	14.50

†1 lb. Cans in 25 lb. Cartons
5 lb. Cans in 50 lb. Cartons

1973

EAGLE EP PICHER

Eagle Sublimed Blue Lead

MEANS DEPENDABLE METAL PAINTING

For Your Painter Friends who want *real value* in their rust-preventative paint. Judged by unbiased experts to be one of the most durable of ALL commercial rust-inhibitive paint materials known. EAGLE SUBLIMED BLUE LEAD spreads much further, too . . . gives 700 to 800 sq. ft. coverage per gallon for one coat on average surfaces! Mixes as easily as white lead. Dries to an *attractive gray* color, and can be easily tinted. A perfect ground for finishing paints.

Every Painting Contractor needs to round out his supplies with Eagle Sublimed Blue Lead. For metal roofs, gutters, down-spouts, tanks, structural steel. If you do not have a stock of it, order your supply NOW! Your customers will be back for more.

AND THERE'S DURABILITY PLUS IN THESE 2 EAGLE MIXING OILS

Eagle Lead Reducing Oil for use with white lead on brick, stucco, plaster and other porous surfaces. No other ingredients needed.

Eagle Flatting Oil mixed with white lead for interiors; also a turpentine substitute for exteriors. Better finishes.

1973

MAY 1, 1941 (Advance) Com Ex 660-H Zone 1

PRICE LIST Supersedes Price List of Oct. 1, 1939
SUBJECT TO CHANGE WITHOUT NOTICE

EAGLE WHITE LEAD

All-Purpose and Heavy Paste

DEALERS' RECOMMENDED SELLING SCHEDULE

NET WEIGHT PACKAGES—PRICE PER PACKAGE				
STEEL KEGS	LIST PRICE		PAINTERS PRICE	
	Less than 500 lb. Lots.	500 lb. Lots or more*	Less than 500 lb. Lots	500 lb. Lots or more*
100 lbs.	13.25	12.75	12.25	11.75
50 lbs.	6.75	6.50	6.25	6.00
25 lbs.	3.44	3.32	3.19	3.07
12½ lbs.	1.75	1.69	1.63	1.57

*Price applies on one delivery

THE EAGLE-PICHER SALES COMPANY
CINCINNATI, OHIO

63 WL

FEDERAL TRADE COMMISSION
Docket No. 5253 Commission's Exhibit No. 660H

MAY 1, '41 ADVANCE

Zone 1

DEALER'S COST SCHEDULE
Eagle White Lead

PRICE PER 100 LBS.		
	Less Than 500 lb. lots	500 lbs. or more
100 lb. Kegs	11.50	11.25
50 lb. Kegs	11.75	11.50
25 lb. Kegs	12.00	11.75
12½ lb. Kegs	12.25	12.00
CANS† (Heavy Paste only)		
5 lb. Cans	14.00	13.75
1 lb. Cans	15.75	15.50

†1 lb. Cans in 25 lb. Cartons
5 lb. Cans in 50 lb. Cartons

1977

L4

Anaconda Lead-In-Oil

DEALERS' SELLING SCHEDULE
RETAIL PRICE LIST

MARCH 3, 1939

Prices listed below become effective this date and are subject to change without notice.

HEAVY PASTE
ALL PURPOSE SOFT PASTE

Net Weight		Cts. per lb.	Price per Pkg.
100	lb. Keg.....	12¼	$12.2
50	lb. Keg.....	12½	6.2
25	lb. Keg.....	12¾	3.1
12½	lb. Keg.....	13	1.6
*5	lb. Cans	15¼	
*1	lb. Cans	17¼	

* Heavy Paste Only.

5 lb. cans packed in cartons of six.
1 lb. cans packed in cartons of six and twelve.

Above prices apply on any quantity.

ANACONDA
from mine to consumer

Anaconda Sales Company
International Smelting & Refining Co.
Pigment Division
EAST CHICAGO, INDIANA

DISTRICT OFFICES

25 Broadway
New York, N. Y.

209 East Main Street
Louisville, Kentucky

P. O. Box 910—Akron, Ohio

FEDERAL TRADE COMMISSION
Docket No. 6253 Commission's Exhibit No. 679

L2

Anaconda Lead-In-Oil

DEALERS' SELLING SCHEDULE
RETAIL PRICE LIST

MAY 3, 1941

Prices listed below become effective this date and are subject to change without notice.

HEAVY PASTE
ALL PURPOSE SOFT PASTE

Net Weight		Cts. per lb.	Price per Pkg.
100	lb. Keg.....	13¼	$13.
50	lb. Keg.....	13½	6.
25	lb. Keg.....	13¾	3.
12½	lb. Keg.....	14	1.
*5	lb. Cans	16¼	
*1	lb. Cans	18¼	

* Heavy Paste Only.

5 lb. cans packed in cartons of six.
1 lb. cans packed in cartons of six and twelve.

Above prices apply on any quantity.

ANACONDA
from mine to consumer

Anaconda Sales Company
International Smelting & Refining Co.
Pigment Division
EAST CHICAGO, INDIANA

EASTERN OFFICE
Room 1406 — Graybar Bldg.
New York, N. Y.

FEDERAL TRADE COMMISSION
Docket No. 6253 Commission's Exhibit No. 677

Commission's Exhibit No. 661.

D7

Anaconda Lead-In-Oil

DEALERS' SELLING SCHEDULE
RETAIL PRICE LIST

JANUARY 10, 1938

Prices listed below become effective this date and are subject to change without notice.

HEAVY PASTE
ALL PURPOSE SOFT PASTE

Net Weight	Cts. per lb.	Price per Pkg.
100 lb. Keg.....	11¾	$11.75
50 lb. Keg.....	12	6.00
25 lb. Keg.....	12¼	3.06
12½ lb. Keg.....	12½	1.53
*5 lb. Cans.....	14¾	
*1 lb. Cans.....	16¾	

* Heavy Paste Only.

5 lb. cans packed in cartons of six.
1 lb. cans packed in cartons of six and twelve.

Above prices apply on any quantity.

ANACONDA
from mine to consumer

Anaconda Sales Company
International Smelting & Refining Co.
White Lead Department
EAST CHICAGO, INDIANA

DISTRICT OFFICES

25 Broadway
New York, N. Y.

209 East Main Street
Louisville, Kentucky

FEDERAL TRADE COMMISSION
Docket No. 4252 Commission's Exhibit No. 661-Z-1

D9

Anaconda Lead-In-Oil

DEALERS' SELLING SCHEDULE
RETAIL PRICE LIST

SEPTEMBER 15, 1937

Prices listed below become effective this date and are subject to change without notice.

HEAVY PASTE
ALL PURPOSE SOFT PASTE

Net Weight	Cts. per lb.	Price per Pkg.
100 lb. Keg.....	13	$13.00
50 lb. Keg.....	13¼	6.62
25 lb. Keg.....	13½	3.37
12½ lb. Keg.....	13¾	1.68
*5 lb. Cans.....	16	
*1 lb. Cans.....	18	

* Heavy Paste Only.

5 lb. cans packed in cartons of six.
1 lb. cans packed in cartons of six and twelve.

Above prices apply on any quantity.

ANACONDA
from mine to consumer

Anaconda Sales Company
International Smelting & Refining Co.
White Lead Department
EAST CHICAGO, INDIANA

DISTRICT OFFICES

25 Broadway
New York, N. Y.

209 East Main Street
Louisville, Kentucky

FEDERAL TRADE COMMISSION
Docket No. 4252 Commission's Exhibit No. 662-Z-2

2608

Commission's Exhibit No. 661.

-2-

Delivery (Cont'd):

factory point. Freight allowed to nearest point on buyer's line.

Steamship lines - delivered to dock, no further freight allowance.

GOVERNMENT, MUNICIPAL, STATE, CITY, etc. BIDS carry "A" schedule prices as reported under "LARGE DEALERS" plus the zone differentials.

Terms: 2% for cash in 10 days
30 days net

Where the delivery point is outside the Eastern territory, add to these prices the full advance differential as shown on list attached to Bulletin No. 16.

H B Brown

HBB

Dist., Div., MSD & Credit Mgrs.
HDW KHW SBC AWS AHB TGM
ETE JRH RMB JOH EWW WHH

Com. Ex. 662-7
RDR

-2-

Bulletin No. 24

RAILROAD & MARINE ACCOUNTS

	100s	50s	25s	12½s
Under 5 tons	10.50	10.75	11.00	11.25
5 tons-one delivery	9.50	9.75	10.00	10.25

Terms: 30 days net

SHIPMENTS TO RAILROADS - F.O.B. our nearest warehouse or factory. Freight allowed to nearest point on buyer's line of road.

SHIPMENTS TO STEAMSHIP LINES - Delivered to dock. No further freight allowance.

GOVERNMENT, STATE, MUNICIPAL, WPA, ETC.
Same prices as Dealers when 2% terms are used or deduct 2% cash discount and drop any fraction of a cent and submit bid - Net 30 days

Example: Eastern Dealers price		9.25 in 100s
	Less 2%	.185
	Less Discount	9.065
	Net Bid	9.06

ZONE DIFFERENTIALS

On all the above prices where the delivery point is outside the Eastern territory add to these prices the full advance differential shown on the attached price list insert.

H B Brown

HBB/M
Dist-Div-MSD-Credit-Branch Mgrs
All Representatives(Except Pacific Coast)
HDW KHW SBC AWS LFC AHB TGM ETE JRH
RMB JOH EWW WHH HLH HMK HJ RWT

FEDERAL TRADE COMMISSION
Exhibit No. 662-E
Commissioner's Exhibit No. 662-E

2108

[redacted]

Industrial Aggregate (Including Public Utilities, Petroleum Industry but excepting Railroad and Marine)—Eastern Zone

	100s	50s	25s	12½s
White Lead in Oil and Zilo	[illegible]	[illegible]	[illegible]	[illegible]
Red Lead in Oil	10 00	10 25	10 50	10 75

Terms: 1% per cash in 10 days—30 days net.

No contracts beyond June 30th.

(For prices on Dry Red Lead see Auxiliaries Department Bulletin.)

Railroad and Marine Accounts—Eastern Zone

	100s	50s	25s	12½s
White Lead in Oil and Zilo	9 50	9 75	10 00	10 25
Red Lead in Oil	9 75	10 00	10 25	10 50
Dry White Lead	8 50	8 75	9 00	9 25
Dry Red Lead	9 00	9 25	9 50	9 75

Terms: 1% per cash in 10 days—30 days net.

No contracts beyond June 30th.

SHIPMENTS TO RAILROADS—F. O. B. Chicago. Freight allowed to nearest point on buyer's line of road.

SHIPMENTS TO STEAMSHIP LINES—Delivered to dock. No further freight allowance.

Government, State, Municipal, WPA, Etc.—Eastern Zone

The following prices are subject to 1% cash discount in 10 days or deduct the 1% discount and drop any fraction of a cent and submit bid net 30 days.

	100s	50s	25s	12½s
White Lead in Oil and Zilo				
Less than 5 tons	8 42	8 66	8 91	9 16
Over 5 tons	8 17	8 42	8 66	8 91
Red Lead in Oil	9 65	9 90	10 15	10 40

NOTE: Check specification numbers before quoting.

These prices apply to the following:

TT-W-251 a White Lead in Oil, Type B (Paste)
TT-W-251 a White Lead in Oil, Type C (Soft Paste)
TT-R-191 Red Lead in Oil (Paste)

Zone Differentials—

On all the above prices where the delivery point is outside the Eastern territory add to these prices the full advance differential shown on the price list insert attached to Bulletin No. 28, February 22, 1937.

FEDERAL TRADE COMMISSION
Commission's Exhibit No. 662

2112

Com. Exhibit No. 662

SHERWIN-WILLIAMS PRODUCTS

Industrial Accounts (Including Public Utilities, Privately owned Street Railways, Petroleum Industry but excepting Railroad and Marine)—Eastern Zone

	100s	50s	25s	12½s
White Lead in Oil and Zilo	11 25	11 50	11 75	12 00
Red Lead in Oil	12 00	12 25	12 50	12 75

Terms: 1% for cash in 10 days—30 days net.

No contracts accepted.

(For prices on Dry Red Lead see Auxiliaries Department Bulletin.)

Railroad and Marine Accounts—Eastern Zone

	100s	50s	25s	12½s
White Lead in Oil and Zilo	11 00	11 25	11 50	11 75
Red Lead in Oil	11 75	12 00	12 25	12 50
Dry White Lead	10 25	10 50	10 75	11 00
Dry Red Lead	10 50	10 75	11 00	11 25

Terms: 1% for cash in 10 days—30 days net.

No contracts accepted.

SHIPMENTS TO RAILROADS—F. O. B. Chicago. Freight allowed to nearest point on buyer's line of road.

SHIPMENTS TO STEAMSHIP LINES—Delivered to dock. No further freight allowance.

Dry White Lead
Dry Red Lead 10 50 10 75 11 00 11 25

Terms: 1% for cash in 10 days—30 days net.

No contracts accepted.

SHIPMENTS TO RAILROADS—F. O. B. Chicago. Freight allowed to nearest point on buyer's line of road.

SHIPMENTS TO STEAMSHIP LINES—Delivered to dock. No further freight allowance.

Government, State, Municipal, Municipally owned Street Railway, WPA, Etc.—Eastern Zone

The following prices are subject to 1% cash discount in 10 days or deduct the 1% discount and drop any fraction of a cent and submit bid—net 30 days.

	100s	50s	25s	12½s
White Lead in Oil and Zilo				
Less than 5 tons	9 90	10 14	10 40	10 64
Over 5 tons	9 65	9 90	10 14	10 40
Red Lead in Oil	11 13	11 38	11 63	11 88

These prices apply to the following:

TT-W-251 a White Lead in Oil, Type B (Paste)
TT-W-251 a White Lead in Oil, Type C (Soft Paste)
TT-R-191 Red Lead in Oil (Paste)

Zone Differentials—

On all the above prices where the delivery point is outside the Eastern territory add to these prices the full advance differential.

Com. Ex 662-Z-9

SHERWIN-WILLIAMS

(SUGGESTED)

RESALE PRICES

WHITE LEAD and ZILO

September 15, 1937

PRICE PER POUND	100 lb Kegs	50 lb Kegs	25 lb Kegs	12½ lb Pails	5 lb. Cans	1 lb Cans
CONSUMERS PRICE	13	13¼	13½	13¾	16	18
PAINTERS PRICE	12	12¼	12½	12¾	15	17

*NOTE 1 and 5 pound cans available White Lead in Oil (heavy paste) only.

THE SHERWIN-WILLIAMS CO.
CLEVELAND, OHIO

SHERWIN-WILLIAMS

CLEVELAND, OHIO September 15, 1937

NET PRICES FOR AUTHORIZED DEALERS ONLY

Subject to change without notice.

ODP WHITE LEAD IN OIL AND ZILO

PRICE PER 100 POUNDS					
100 lb Kegs	50 lb. Kegs	25 lb. Kegs	12½ lb. Pails	5 lb. Cans	1 lb. Cans
$9.75	$10.00	$10.25	$10.50	$11.75	$13.25

TERMS

On White Lead, Zilo and other lead products, sixty days net or 2 per cent discount if paid within ten days from date of invoice.

SHIPPING POINTS

The prices printed on this card are f. o. b.

Altoona	Columbus	Pittsburgh
Ashtabula	Detroit	Rochester
Binghamton	Elmira	Uniontown
Buffalo	Endicott	Warren
Canton	Huntington	Wheeling
Charleston	Johnson City	Youngstown
Cleveland	Mansfield	

2137

FEDERAL TRADE COMMISSION
Docket No. 555 Commission's Exhibit No. 662-Z-4

Commission's Exhibit No. 662: 2613

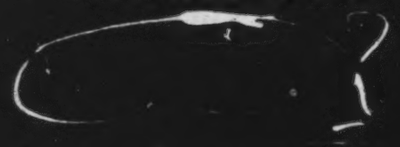
Com Ex 662-Z-13

SHERWIN-WILLIAMS

(SUGGESTED)

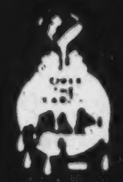
RESALE PRICES

WHITE LEAD and ZILO



PRICE PER POUND	100 lb. Kegs	50 lb. Kegs	25 lb. Kegs	12½ lb. Pails	5 lb. Cans	1 lb. Cans
CONSUMERS PRICE	11	12	12½	12	11	16
PAINTERS PRICE	10	11	11½	11½	13	15

*NOTE 1 and 5 pound cans available White Lead in Oil (heavy paste) only.



THE SHERWIN-WILLIAMS CO.

CLEVELAND OHIO

SHERWIN-WILLIAMS

CLEVELAND, OHIO January 11, 1938

NET PRICES FOR AUTHORIZED DEALERS ONLY

Subject to change without notice.

ODP WHITE LEAD IN OIL AND ZILO

PRICE PER 100 POUNDS

100 lb. Kegs	50 lb. Kegs	25 lb. Kegs	12½ lb. Pails	5 lb. Cans	1 lb. Cans
$8.50	$8.75	$9.00	$9.25	$10.50	$12.00

TERMS

On White Lead, Zilo and other lead products, sixty days net or 2 per cent discount if paid within ten days from date of invoice.

SHIPPING POINTS

The prices printed on this card are f. o. b.:

Buffalo, Charleston, Cleveland, Columbus, Detroit, Pittsburgh, Wheeling

2141

FEDERAL TRADE COMMISSION

Docket No. 5253 Commission's Exhibit No. 662-Z-13

2614

Commission's Exhibit No. 662.

SHERWIN-WILLIAMS

(SUGGESTED)

RESALE PRICES

WHITE LEAD and ZILO

Feb. 25, 1939

PRICE PER POUND	100 lb Kegs	50 lb Kegs	25 lb Kegs	12½ lb Pails	5 lb Cans	1 lb Cans
CONSUMERS PRICE	12¼	12½	12¾	13	15¼	15¼
PAINTERS PRICE	11¼	11½	11¾	12	14¼	16¼

*NOTE 1 and 5 pound cans available White Lead in Oil (heavy paste) only.

THE SHERWIN-WILLIAMS CO.
CLEVELAND, OHIO

Com. Ex 662 2-19

SHERWIN-WILLIAMS

CLEVELAND, OHIO Feb. 25, 1939

NET PRICES FOR AUTHORIZED DEALERS ONLY

Subject to change without notice.

ODP WHITE LEAD IN OIL AND ZILO

PRICE PER 100 POUNDS					
100 lb Kegs	50 lb Kegs	25 lb Kegs	12½ lb Pails	5 lb Cans	1 lb Cans
$9.00	$9.25	$9.50	$9.75	$11.00	$12.50

TERMS

On White Lead, Zilo and other lead products, sixty days net or 2 per cent discount if paid within ten days from date of invoice.

SHIPPING POINTS

The prices printed on this card are f. o. b.:

Buffalo
Charleston
Cleveland
Columbus
Detroit
Pittsburgh
Wheeling

2147

FEDERAL TRADE COMMISSION
Docket No. 5253 Commission's Exhibit No. 662-2-19

Commission's Exhibit No. 662.

2615

SHERWIN-WILLIAMS

(SUGGESTED)

RESALE PRICES

WHITE LEAD and ZILO

April 25, 1911

DEALE... APR...

PRICE PER POUND	100 lb. Kegs	50 lb. Kegs	25 lb. Kegs	12½ lb. Pails	5 lb. Cans	1 lb. Cans
CONSUMERS PRICE	13¼	13½	13¾	14	16¼	18¼
PAINTERS PRICE	12¼	12½	12¾	13	15¼	17¼

*NOTE – 1 and 5 pound cans available White Lead in Oil (heavy paste) only.

THE SHERWIN-WILLIAMS CO.
CLEVELAND, OHIO

SHERWIN-WILLIAMS

CLEVELAND, OHIO — April 25, 1911

NET PRICES FOR AUTHORIZED DEALERS ONLY

Subject to change without notice.

ODP WHITE LEAD IN OIL AND ZILO

PRICE PER 100 POUNDS					
100 lb. Kegs	50 lb. Kegs	25 lb. Kegs	12½ lb. Pails	5 lb.* Cans	1 lb. Cans
$10.00	$10.25	$10.50	$10.75	$12.00	$13.50

TERMS

On White Lead, Zilo and other lead products, sixty days net or 2 per cent discount if paid within ten days from date of invoice.

SHIPPING POINTS

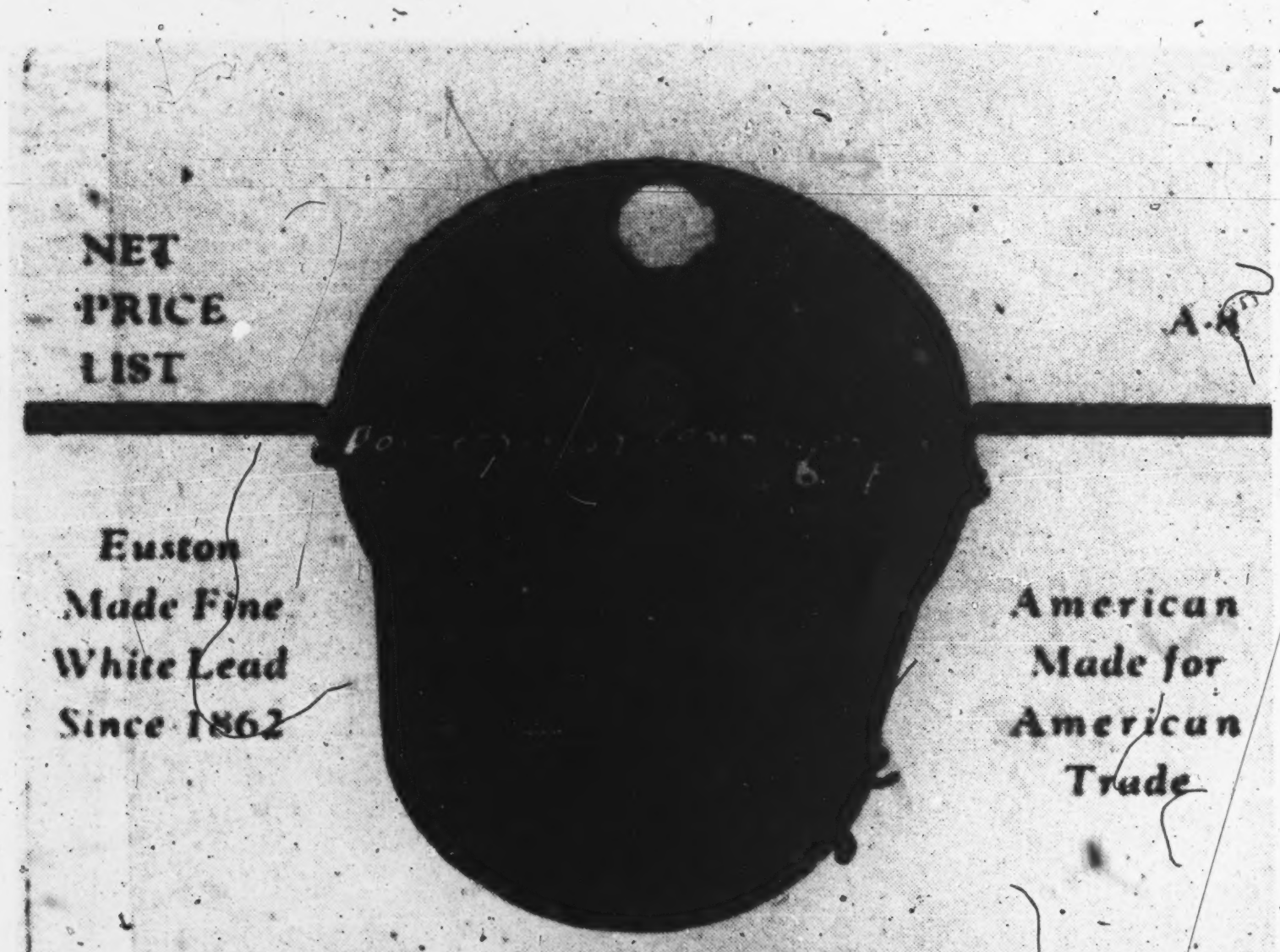
The prices printed on this card are f. o. b.:

Buffalo — Detroit
Charleston — Pittsburgh
Cleveland — Wheeling
Columbus

FEDERAL TRADE COMMISSION
Docket No. 2251 Commission's Exhibit No. 662-Z-23

2251

2616 Commission's Exhibit No. 662.



NET PRICE LIST

EFFECTIVE, JANUARY 11, 1938

(Subject to change without notice)

Euston Strictly Pure White Lead in Oil

Soft Paste—All-Purpose Soft Paste—Hard Paste

LIST PRICES PER POUND

100 LB. KEGS	50 LB. KEGS	25 LB. KEGS	12½ LB. KEGS	5 LB. CANS	1 LB. CANS
11¾c	12c	12¼c	12½c	14¾c	16¾c

PAINTERS' PRICES PER POUND

100 LB. KEGS	50 LB. KEGS	25 LB. KEGS	12½ LB. KEGS
10¾	11	11¼	11½

Above Prices Apply on Any Quantity

Euston Strictly Pure White Lead in Oil

Soft Paste—All-Purpose Soft Paste—Hard Paste

DEALERS' CONFIDENTIAL PRICE

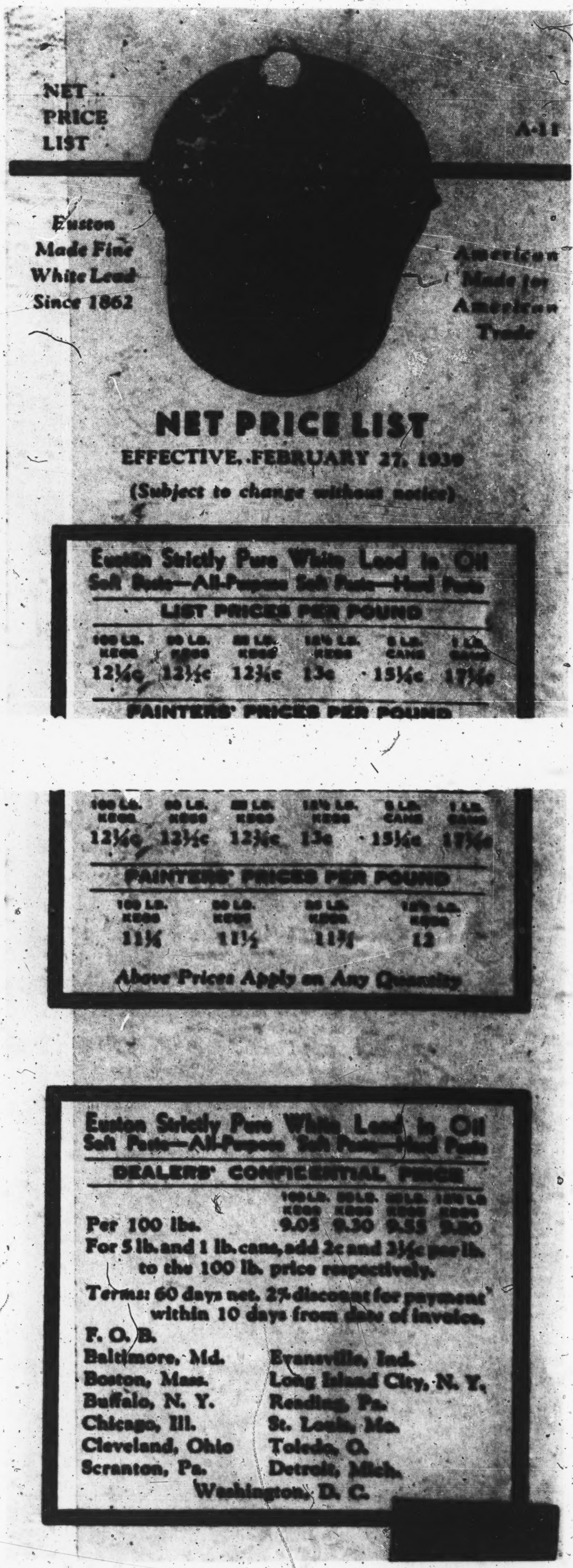
	100 LB. KEGS	50 LB. KEGS	25 LB. KEGS	12½ LB. KEGS
Per 100 lbs.	8.55	8.80	9.05	9.30

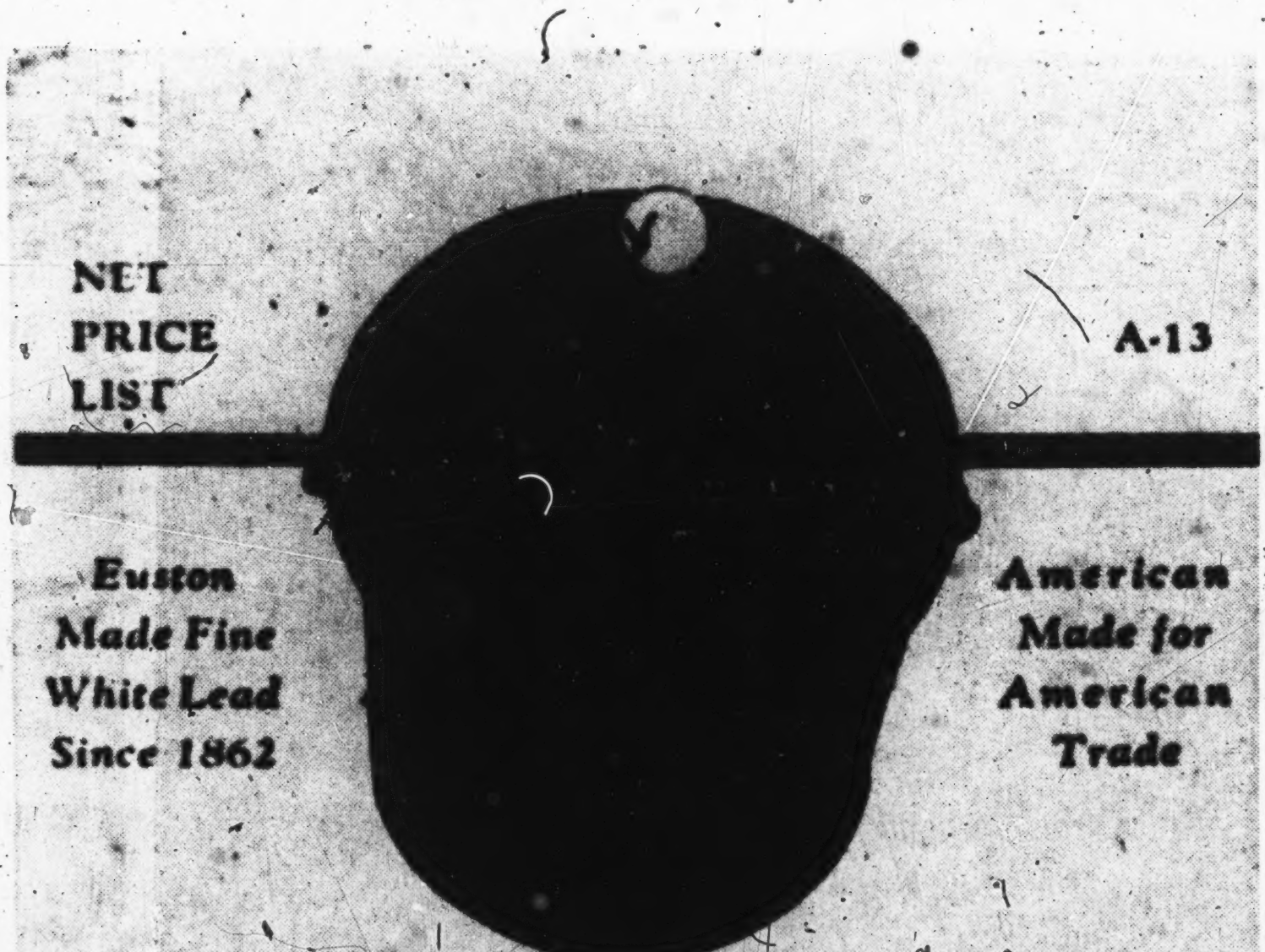
For 5 lb. and 1 lb. cans, add 2c and 3½c per lb. to the 100 lb. price respectively.

Terms: 60 days net. 2% discount for payment within 10 days from date of invoice.

F. O. B.

Baltimore, Md.
Boston, Mass.
Buffalo, N. Y.
Chicago, Ill.
Cleveland, Ohio
Scranton, Pa.
Evansville, Ind.
Long Island City, N. Y.
Reading, Pa.
St. Louis, Mo.
Toledo, O.
Detroit, Mich.
Washington, D. C.


NET PRICE LIST
A-11
Euston Made Fine White Lead Since 1862
American Made for American Trade
NET PRICE LIST
EFFECTIVE, FEBRUARY 27, 1939
(Subject to change without notice)
Euston Strictly Pure White Lead in Oil
Soft Paste—All-Purpose Soft Paste—Hard Paste
LIST PRICES PER POUND
100 LB. KEGS 50 LB. KEGS 25 LB. KEGS 12½ LB. KEGS 5 LB. CANS 1 LB. CANS
12¼c 12½c 12¾c 13c 15¼c 17¼c
PAINTERS' PRICES PER POUND
100 LB. KEGS 50 LB. KEGS 25 LB. KEGS 12½ LB. KEGS
11¼ 11½ 11¾ 12
Above Prices Apply on Any Quantity
Euston Strictly Pure White Lead in Oil
Soft Paste—All-Purpose Soft Paste—Hard Paste
DEALERS' CONFIDENTIAL PRICES
100 LB. KEGS 50 LB. KEGS 25 LB. KEGS 12½ LB. KEGS
Per 100 lbs. 9.05 9.30 9.55 9.80
For 5 lb. and 1 lb. cans, add 2c and 2¼c per lb. to the 100 lb. price respectively.
Terms: 60 days net, 2% discount for payment within 10 days from date of invoice.
F. O. B.
Baltimore, Md.
Boston, Mass.
Buffalo, N. Y.
Chicago, Ill.
Cleveland, Ohio
Scranton, Pa.
Evansville, Ind.
Long Island City, N. Y.
Reading, Pa.
St. Louis, Mo.
Toledo, O.
Detroit, Mich.
Washington, D. C.



NET PRICE LIST

EFFECTIVE, APRIL 26, 1941

(Subject to change without notice)

Euston Strictly Pure White Lead in Oil

SOFT PASTE—ALL-PURPOSE SOFT PASTE—HARD PASTE

LIST PRICES PER POUND

100 LB. KEGS	50 LB. KEGS	25 LB. KEGS	12½ LB. KEGS	5 LB. CANS	1 LB. CANS
13¼c	13½c	13¾c	14c	16¼c	18¼c

PAINTERS' PRICES PER POUND

12¼c 12½c 12¾c 13c 15¼c 17¼c

Less ½c per pound on 500 pounds, one delivery

Euston Strictly Pure White Lead in Oil

SOFT PASTE—ALL-PURPOSE SOFT PASTE—HARD PASTE

DEALERS' CONFIDENTIAL PRICE PER 100 LBS.

LESS THAN 500 POUNDS

100 LB. KEGS	50 LB. KEGS	25 LB. KEGS	12½ LB. KEGS	5 LB. CANS	1 LB. CANS
11.50	11.75	12.00	12.25	14.00	15.75

LOTS OF 500 POUNDS OR MORE

11.25 11.50 11.75 12.00 13.75 15.50

TERMS: 60 DAYS NET. 1% DISCOUNT FOR PAYMENT WITHIN 10 DAYS FROM DATE OF INVOICE.

F. O. B.

Baltimore, Md.
Boston, Mass.
Buffalo, N. Y.
Chicago, Ill.
Cleveland, Ohio
Scranton, Pa.
Hammond, Ind.
Evansville, Ind.
Long Island City, N. Y.
Reading, Pa.
St. Louis, Mo.
Toledo, O.
Detroit, Mich.
Washington, D. C.

		Sales - $	Sales - Tons	Percent of Business
WHITE LEAD-IN-OIL	1942	$ 6,513,802.00	30,271	63.2%
	1941	7,493,201.00	36,888	60.1%
	1940	6,587,314.00	33,233	61.8%
DRY WHITE LEAD	1942	$ 1,759,712.00	11,595	35.0%
	1941	2,449,373.00	17,738	39.3%
	1940	1,491,481.00	11,678	37.8%

FEDERAL TRADE COMMISSION
Docket No. 525 Commission's Exhibit No. 664
IN THE MATTER OF National Lead Co, et al
DATE 6/17/46 WITNESS
ELIZABETH REPORTING INC. Official Reporter
By Walker

85

~~Comm Ex 665~~

~~RA~~

Sales - 1942

White Lead in Oil - $1,544,905

Dry White Lead - 396,473

Misc Products - 63,231

2,004,604

FEDERAL TRADE COMMISSION

Docket No 5253 Commission's Exhibit No. 665

IN THE MATTER OF Nat'l Leads etal

DATE 6/18/46 WITNESS

ELECTREPORTER, INC. Official Reporter

By Hoyez

20

Hoyt EXHIBIT G

OBTAINED 12/30 1942

BY

R. J. Dunn

ATTORNEY EXAMINER

FILE NO 1-17116

2169 ~~88~~

LEAD INDUSTRIES ASSOCIATION
420 LEXINGTON AVENUE
NEW YORK, N. Y.

FOR MEMBERS ONLY
CONFIDENTIAL
NOT FOR PUBLICATION

B - 1
Report No. 204
Feb. 16, 1943

THIS DOCUMENT CONTAINS INFORMATION AFFECTING THE NATIONAL DEFENSE OF THE UNITED STATES WITHIN THE MEANING OF THE ESPIONAGE ACT (50 U.S.C. 31, 32). ITS TRANSMISSION OR THE REVELATION OF ITS CONTENTS IN ANY MANNER TO AN UNAUTHORIZED PERSON IS PROHIBITED BY LAW.

REPORT FOR DECEMBER, 1942

WHITE LEAD
DOMESTIC SHIPMENTS, PRODUCTION AND STOCKS
(In Short Tons)

	WHITE LEAD, DRY				WHITE LEAD IN OIL			
	1941		1942		1941		1942	
SHIPMENTS	Amount	Lead Content	Amount	Lead Content	Amount	Lead Content	Amount	Lead Content
January	3,181	2,544	5,306	4,244	2,398	1,708	9,579	6,856
February	2,094	1,675	4,394	3,517	2,433	1,782	3,763	2,679
March	3,436	2,741	4,680	3,745	2,883	2,04[illegible]	3,264	2,308
April	4,100	3,282	3,856	3,085	12,639	9,[illegible]	4,025	2,869
May	5,037	4,031	2,742	2,203	6,727	4,[illegible]	4,478	3,195
June	4,958	3,966	2,664	2,125	4,641	3,419	4,017	2,864
July	5,747	4,609	2,287	1,838	5,139	3,567	3,577	2,560
August	5,508	4,490	1,902	1,521	5,240	3,745	3,383	2,415
September	5,728	4,585	2,849	2,281	5,538	3,949	3,703	2,649
October	6,328	5,090	2,909	2,333	5,275	3,764	3,684	2,637
November	4,171	3,339	2,136	1,715	3,678	2,627	2,415	1,734
December	5,391	4,311	2,029	1,627	3,673	2,622	2,022	1,445
TOTAL	55,779	44,654	37,754	30,232	61,314	43,744	47,910	34,211
AVERAGE	4,648	3,721	3,146	2,519	5,110	3,645	3,992	2,851
PRODUCTION								
January	3,397	2,670	5,440	4,348	4,261	3,054	4,977	3,57[illegible]
February	2,479	2,006	4,794	3,840	3,452	2,467	4,965	3,533
March	3,369	2,687	4,917	3,951	4,573	3,2[illegible]	5,270	3,745
April	3,575	2,860	4,388	3,489	5,502	4,[illegible]	4,452	3,218
May	3,620	2,899	3,602	2,911	6,038	3,[illegible]	6,057	4,388
June	4,327	3,510	3,991	3,176	5,259	3,917	5,518	3,837
July	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

TABLE 1.

Shipments of White Lead Pigments

	White Lead-Dry		White Lead in Oil		Basic Lead Sulphate		Leaded ZnO ***	TOTAL
	Amt.	Lead Cont.	* Amt.	Lead Cont.	** Amt.	Lead Cont.		
1930	34,421	27,520	78,438	56,408	11,636	[illegible],395	6,908	[illegible],403
1931	31,992	25,620	71,912	51,844	9,[illegible]09	7,245	7,428	121,141
1932	20,945	16,768	52,568	37,698	6,202	4,480	5,720	85,435
1933	25,334	20,243	53,476	38,164	[illegible],283	6,060	9,144	96,237
1934	22,329	17,882	60,587	43,391	7,157	5,267	8,200	44,273
1935	28,186	22,603	77,665	55,615	8,392	6,245	11,988	126,231
1936	33,978	27,208	91,028	65,063	9,096	6,800	16,204	150,306
1937	32,062	25,687	68,684	48,947	11,187	8,372	16,136	128,069
1938	29,597	23,690	74,885	53,393	6,176	4,526	15,284	125,942
1939	29,264	23,416	71,942	51,276	5,636	4,130	17,640	124,482
1940	30,536	24,475	53,765	38,329	6,266	4,565	18,144	108,711
1941 (6 mos.)	34,161	27,329	43,150	30,782	6,250	4,572	15,000	98,561

Above figures have been obtained from records of Lead Industries Association with expection of Leaded ZnO, which figures are from Bureau of Mines - Mineral Yearbook.

* Combined weight of dry lead and oil.

** Beginning with March 1938 shipments of Basic Lead Sulphate sold for reprocessing in manufacture of other materials, is not included.

*** Calculated on the basis of 40% of total leaded Zinc Oxide production.

FEDERAL TRADE COMMISSION
DOCKET NO. 5555 COMMISSION'S EXHIBIT NO. 666
IN THE MATTER OF National Lead
DATE 6/5/46 WITNESS Wormser
ELECTREPORTER, INC. Official Reporter
By Warner

87

2170

TABLE 2.

- Value of White Lead Pigments -
(At plant - exclusive of container)

	Dry Lead		Lead in Oil		Lead Sulphate		*Leaded Zinc Oxide		TOTAL
	Price per ton		Price per ton		Price per ton		Price per ton		
**1941	€137	$7,019,880.	€207	$13,398,596.	€126	$1,218,672.	€114	$2,565,000.	$24,202,248.
1940	€137	4,114,785.	€207	10,421,586.	€12[illegible]	692,769.	€114	2,075,008.	17,304,148.
1939	€138	4,196,462.	€205	13,896,46[illegible]	€125	585,616.	€114	1,954,588.	20,633,13[illegible]
1938	€123	3,681,052.	€164	11,517,656.	€110	555,203.	€107	1,628,968.	17,382,879.
1937	€140	4,57[illegible],337.	€190	12,466,396.	€130	973,214.	€104	1,6[illegible]5,380.	19,692,327.
1936	€126	4,367,337.	€170	14,200,617.	€11[illegible]	863,268	[illegible]7	1,403,470.	20,834,[illegible]92
1935	€124	3,4[illegible]1,9[illegible]8	€174	1[illegible],957,171.	€[illegible]96	[illegible]27,004	€[illegible]93	1,116,723.	17,282,[illegible]
1934	€126	2,838,709.	€178	10,002,820	€10[illegible]	677,897.	€	[illegible]07,574.	14,327,[illegible]
1933	€112	2,763,630	€173	[illegible],372,689.	€101	736,404.	€[illegible]	804,704.	12,677,427.
1932	€117	2,329,876	€191	[illegible],939,422	€[illegible]94	534,369	€91	51[illegible],430	12,322,097.
1931	€124	3,824,813.	€209	13,902,[illegible]7	€113	995,685.	€115	856,345.	19,579,[illegible]3[illegible].
1930	€140	4,[illegible]72,[illegible]	€223	15,505,19[illegible]	€128	1,321,339.	€120	828,878.	22,228,051.

Above figures obtained from the Bureau of Mines - Mineral Yearbook.

**. Projected total for the year based on volume for the first 8 months calculated at the 1940 value. Average actual value for 1941 will undoubtedly be substantially higher than 1940 average values

* Represents 40% of total value

FEDERAL TRADE COMMISSION
DOCKET NO. 5553 COMMISSION'S DEPARTMENTS EXHIBIT NO. 667
IN THE MATTER OF National Lead Co
DATE 6/25/46 WITNESS Warmer
ELECTREPORTER, INC., Official Report
By Weiner

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2172

Commission's Exhibit No. 667.

2623

SHIPMENTS

WHITE LEAD, DRY AND IN OIL

By Percentage

	Total	National	Eagle-Picher	Int. S. & R.	Fuller	MacGregor	Other
1938	Dry 29,597 Oil 74,885 Total 104,482	58.8%	14.3%	6.6%	3.2%	-	17.1%
1939	Dry 29,264 Oil 71,942 Total 101,206	55.9%	13.8%	7.2%	3.2%	1.6%	18.3%
1940	Dry 30,536 Oil 53,765 Total 84,301	54.6%	12.8%	7.9%	3.3%	-	21.4%
1941	Dry 55,779 Oil 61,314 Total 117,093	53.0%	12.5%	8.8%	3.2%	3.2%	19.3%

Notes: "Other" includes Euston Lead Co. (Glidden) and Sherwin Williams.

Shipments by MacGregor in 1938 and 1940 are included in "Other."

FEDERAL TRADE COMMISSION
DOCKET NO. 5553 EXHIBIT NO. 669
IN THE MATTER OF National Lead Co.
DATE 6/25/46 WITNESS Wormser
ELECTREPORTER, INC., Original Rep.
By Weiner

133

90

2176

July	5,747	4,609	1,[illegible]	1,[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
August	5,508	4,490	1,902	1,521	5,240	3,745	3,883	2,416
September	5,728	4,585	2,849	2,281	5,538	3,940	3,768	1,640
October	6,328	5,090	2,909	2,386	5,275	3,764	3,684	2,437
November	4,171	3,339	2,134	1,715	3,678	2,627	2,415	1,734
December	5,391	4,311	2,[illegible]	1,[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
TOTAL	55,779	44,654	37,754	30,232	61,814	43,744	47,910	34,211
AVERAGE	4,648	3,721	3,146	2,519	5,110	3,645	3,993	2,851

PRODUCTION

January	3,397	2,670	5,440	4,348	4,261	3,054	4,977	3,576
February	2,479	2,006	4,794	3,840	3,452	2,467	4,065	3,523
March	3,349	2,687	4,917	3,951	4,573	3,[illegible]	5,278	3,745
April	3,575	2,860	4,388	3,489	5,502	4,[illegible]	4,462	3,218
May	3,320	2,899	3,601	2,911	6,028	3,[illegible]	4,057	4,380
June	4,327	3,510	3,901	3,176	5,259	3,917	5,518	3,837
July	5,476	4,343	2,228	1,701	4,[illegible]	2,987	4,554	3,409
August	5,579	4,548	2,244	1,800	3,[illegible]	2,699	4,190	3,543
September	5,189	4,045	2,380	1,903	5,[illegible]	3,677	3,947	2,822
October	6,066	4,887	3,142	2,531	5,807	4,056	3,251	3,328
November	4,386	3,471	2,773	2,210	4,324	3,[illegible]	2,424	1,789
December	5,585	4,472	2,[illegible]	1,[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
TOTAL	54,098	43,298	42,372	33,993	57,[illegible]	41,048	52,946	37,787
AVERAGE	4,508	3,608	3,531	2,833	4,7[illegible]	3,[illegible]	4,412	3,150

STOCKS

		1941		1942		1943		1944	
January	1	3,077	2,464	7,710	6,224	20,339	14,[illegible]	26,[illegible]	[illegible]
February	1	3,[illegible]	2,569			15,738	11,[illegible]		
March	1	3,[illegible]	2,892			16,940	12,[illegible]		
April	1	3,[illegible]	3,097			18,955	13,[illegible]		
May	1	4,[illegible]	3,[illegible]			19,381	13,871		
June	1	5,243	4,218			20,058	15,060		
July	1	6,565	5,260			21,461	16,035		
August	1	6,507	5,216			23,440	16,923		
September	1	6,849	5,494			25,246	18,010		
October	1	6,380	5,116			25,490	18,182		
November	1	6,613	5,311			25,058	17,875		
December	1	7,249	5,808			25,049	17,878		

WHITE LEAD IN PROCESS*

		1942	1943			1942	1943			1942	1943
Jan.	1	22,233	17,081	May	1	22,900		Sept.	1	20,975	
Feb.	1	21,717		June	1	21,902		Oct.	1	20,827	
Mar.	1	21,927		July	1	21,747		Nov.	1	19,064	
Apr.	1	22,241		Aug.	1	21,564		Dec.	1	18,188	

*Lead Content Only.

FEDERAL TRADE COMMISSION

DOCKET NO. 5555 COMMISSION'S EXHIBIT NO. 620

IN THE MATTER OF National Lead

DATE 6/25/46 WITNESS [signature]

ELECTREPORTER, INC., Official Reporter

By [signature]

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2178

528

2197 COMMISSION'S EXHIBIT NO. 684.

The Eagle-Picher Lead Company.
New York.

To Cincinnati General Office,
Atten: Mr. W. E. Maston.

Date August 17, 1933.

Dear Mr. Maston:

The attached is a copy of a circular letter sent out by the National Lead Company which you will no doubt be interested in reading in case you have not already seen it.

Sincerely yours,
J. Stranad.

js k

2198 COMMISSION'S EXHIBIT NO. 685.

National Lead Company.

July 26, 1933.

Dutch Boy Agents.

Our new sales plan whereby you were appointed agent, and under which plan you have received stock from us on consignment, has now been in effect for six months. We believe this six months period has enabled you to form some very definite opinions regarding the value of this sales plan, not only as it has affected your business, but also as it has affected the general sale of Dutch Boy White Lead.

Previous to the present consigned stock agency arrangement that is now in effect, you can undoubtedly recall some very definite opinions you had regarding the resale of Dutch Boy White Lead. Having had this merchandising experience under these two different arrangements, you are in a position to be of very valuable assistance by telling us frankly just what you think of the two different methods, or sales policies, for Dutch Boy White Lead.

To enable us to determine whether or not our present consignment plan of merchandising shall be continued, we need your frank criticism of this sales plan. You have been on the firing line under two different sales plans, and it is your opinion of these two different sales methods that will enable us to reach an intelligent decision as to whether the consignment arangement is to be continued by us.

For the convenience of your prompt reply, for which we

thank you in advance, a self-addressed envelope is enclosed.

Yours very truly,
National Lead Company,
Atlantic Branch.

2199 COMMISSION'S EXHIBIT NO. 686.

Monday,
August 21, 1933.

New York Office,
Mr. J. Stranad.

Dear Joe:

Thanks very much for sending me copy of letter of National Lead Company to the trade regarding the Agency plan.

They told us about this letter and showed it to us together with a number of replies, all of which were favorable to the continuance of the plan.

Yours truly,

wem-q

2202 COMMISSION'S EXHIBIT NO. 691.

November 29, 1940.

Mr. Carlton H. Rose,
National Lead Company,
105 York Street,
Brooklyn, N. Y.

Dear Carlton:

We feel that every means should be resorted to in order to make it harder on the chiselers and others who go out and get Flatting Oil business on bids based upon specifications. One way of doing this is to raise the non-volatile content. Therefore, we will recommend that this be raised to a minimum of 12% which will be satisfactory to you. We would, therefore, like to have you make a similar recommendation regarding the proposed Federal Specifications for Flatting Oil, dated August 20, 1940.

Yours very truly,
The Eagle-Picher Sales Company,
Frank L. Chinery,
Chief Chemist,
White Lead Division.

FLC:lh

2203 COMMISSION'S EXHIBIT NO. 692.

National Lead Company.
Research Laboratories.
105 York Street,
Brooklyn, N. Y.

November 20, 1940.

Mr. F. L. Chinery, Chief Chemist,
White Lead Division,
The Eagle-Picher Sales Company,
1030 Broadway,
Cincinnati, Ohio.

Dear Frank:

This is in reply to your letter of November 15th regarding the proposed Federal Specification for Flatting Oil, dated August 20, 1940.

The specifications require a minimum of 11% non-volatile matter. You have suggested that this be raised 3%. Our own Dutch Boy Flatting Oil would be excluded if the minimum requirement for non-volatile matter would be raised to 14%.

We, therefore, would prefer that the minimum be maintained at 11%. However, if you would like it to be increased even a small amount it would be satisfactory to us to have the minimum raised to 12%.

At the present time we are considering this specification and in the near future we will send whatever comments we may have to Mr. Hickson. If you would like to have us recommend that the non-volatile be raised to 12% would you kindly advise us.

Very truly yours,
(signed) Carlton H. Rose.

CHR:AH

2204 COMMISSION'S EXHIBIT NO. 695.

The Eagle-Picher Sales Company.
359 Guilford Avenue,
Baltimore, Maryland.

April 15, 1937.

To Eagle White-Lead-in-Oil Distributors:

When the plan of marketing Eagle White Lead-in-Oil on a consigned basis went into effect in 1934, a special contract

was drawn up which all Eagle distributors voluntarily signed at the time they were appointed.

For your protection and that of all Eagle distributors, the following cause was included in this contract:

"The Distributor agrees that all quotations and sales will be made only at such prices and upon such terms and conditions as may be established by the Seller".

Complete observance of the letter and spirit of our contract have added profits to your sales of Eagle White Lead-in-Oil. Everything considered, there is undoubtedly more profit in this product for you than any other line you carry.

To the distributor who deviates from the terms of this contract, we wish to say that he is actually throwing profit away that he could rightfully have. Whether he makes concessions, because of his belief in the stories of lower prices spread by his customers, or whether he reduces his list in the misguided hope that he will attract additional business, the effect can only be destructive.

This plan has been a practical success and, in fairness to you, we are determined that it shall continue. Your cooperation is, of course, most necessary and we are confident you will agree that neither you nor ourselves can therefore countenance any deviations from any of the terms of our Agreement.

The consignment plan of selling was designed to help you make more profits, and therefore, it is to your best interest to help us protect it.

Yours very truly,
The Eagle-Picher Sales Company,
/s/ H. Bendelari,
White-Lead-in-Oil Division.

2206 COMMISSION'S EXHIBIT NO. 696.

Letterhead of Eagle-Picher Lead Company, Cincinnati.

November 16, 1937.

Mr. F. E. Wormser, Secretary,
Lead Industries Association,
420 Lexington Avenue,
New York, N. Y.

My dear Felix:

It was very kind of you to take me to the Miners Club for luncheon with Messrs. Wilson and Martino last Friday.

I fear that the conversation may not have been very in-

teresting to you, because the trend which it took involved National Lead and Eagle policies more than industry problems. I certainly appreciate your making it possible for me to meet these two gentlemen in such a pleasant manner and also your making an appointment for me at St. Joe.

I am writing Willard and asking him to loan you his copy of the report of the International Statistical Bureau when he receives it.

With best regards.

Sincerely yours,

W. R. Dice,
Executive Vice President.

WRD:br

2208 COMMISSION'S EXHIBIT NO. 697

November 19, 1937.

Mr. W. R. Dice, Vice President,
Eagle-Picher Lead Company,
Temple Bar Building,
Cincinnati, Ohio.

My dear Bill:

Many thanks for your kind note of November 10th. I am glad that events turned out as they did so that you were able to meet Messrs. Wilson and Martino.

On the contrary, I was extremely interested in the conversation that took place for I feel that if we had more of them in our industry quite a few of our problems would disappear.

If there is anything I can do for you pending your next visit to New Your please let me know.

With kindest regards,

Cordially yours,

Secretary.

2210 COMMISSION'S EXHIBIT NO. 700.

June 4, 1943.

Mr. Robert T. Dunn,
Federal Trade Commission,
45 Broadway,
New York City.

Dear Mr. Dunn:

In harmony with your request, we are attaching a transcript made from the records of our Stock Transfer Agent covering the transactions in The Eagle-Picher Lead Company common stock registered in the name of Edw. J. Cornish from August 6, 1930 to February 17, 1943, and subsequent in the name of The National Lead Company.

Under date of February 17, 1943, a balance of 3,500 shares, registered in the name of Edw. J. Cornish, then deceased, was submitted for transfer to the name of The National Lead Company. In requesting this transfer, affidavits from the executors of the estate of Edw. J. Cornish and from officers of The National Lead Company were submitted, stating that The National Lead Company was the beneficial owner of the stock in question, and that Edw. J. Cornish appeared only as nominee.

Very truly yours,

The Eagle-Picher Lead Company,
Carl A. Geist,
Vice President-Treasurer.

CAG:Z

2211 COMMISSION'S EXHIBIT NO. 700.

		In	Out	Balance
8-6-30	Edw. J. Cornish	500		
10-15-30	Edw. J. Cornish	300		
10-23-30	Edw. J. Cornish	1,000		
10-24-30	Edw. J. Cornish	200		
10-24-30	Edw. J. Cornish	500		
12-23-30	Edw. J. Cornish.	1,000		
12-24-30	Edw. J. Cornish	1,000		
1-8-31	Edw. J. Cornish	1,000		
1-21-31	Edw. J. Cornish	500		
1-27-31	Edw. J. Cornish	500		
3-4-31	Edw. J. Cornish	500		
3-11-31	Edw. J. Cornish	500		
3-24-31	Edw. J. Cornish	1,000		
3-26-31	Edw. J. Cornish	500		
5-1-31	Edw. J. Cornish	18,400		
5-11-31	Edw. J. Cornish	7,000		
5-28-31	Edw. J. Cornish	2,000		
2-10-32	Edw. J. Cornish	1,000		
2-25-32	Edw. J. Cornish	4,000		
4-11-32	Edw. J. Cornish	500		
5-18-32	Edw. J. Cornish	1,000		
6-1-32	Edw. J. Cornish	1,000		
6-9-32	Edw. J. Cornish	1,000		44,900
2-10-37	Edw. J. Cornish		10,000	
2-15-37	Edw. J. Cornish		11,900	
2-19-37	Edw. J. Cornish		100	
2-24-37	Edw. J. Cornish		4,000	
2-25-37	Edw. J. Cornish		12,000	
3-1-37	Edw. J. Cornish		1,000	
3-2-37	Edw. J. Cornish		1,500	
3-8-37	Edw. J. Cornish		100	
3-10-37	Edw. J. Cornish		800	3,500
2-17-43	Edw. J. Cornish		3,500	
2-17-43	National Lead Co.	3,500		3,500

2212 COMMISSION'S EXHIBIT NO. 701

Postal Telegraph
Calif. 12 945A

1941 Mar. 12 PM 1:15

W. H. Hayt, Eagle Picher Lead Co.,
Templebar Bldg.

Effective immediately prices Manila white lead in oil and red lead dry in twenty five pound kegs increased half cent now ten and a half cents CIF terms net 60 days.

National Lead Co. Scott.

2217 COMMISSION'S EXHIBIT NO. 705.

The Willard Hotel.
Washington, D. C.

Tuesday Morning.

Dear Bende:

Yesterday a set-up was approved by the American Paint & Var. Mfgrs. Assc. and the National Paint, Oil and Varnish Ass'c directors for the amalgamation of these two groups at the Chicago Convention next month. Upon my return I shall be glad to give you more of the details.

All afternoon (and some of the groups well into the night) the joint group, numbering some 40 members worked over the final draft of the Paint, Varnish and Lacquer Code which is up for hearing this morning before General Williams.

Quite a few objections are on file in writing and some
2218 half dozen large companies are scheduled for a verbal hearing among them Sears, Roebuck Company of Chicago and the Davis Paint Co. of Kansas City—both mail order houses and our customers.

The big stumbling block in the Code is the consignment clause—and there is trouble ahead. Unfortunately neither Mr. Cornish or Mr. Carter appeared before the group meeting of the Industry. Mr. Carter was reported sick and unable to leave his home. The subject was opened wide. The correspondence was read and the letter of Mr. Cornish dated the 22nd made a part of the records. (Mr. Marks is manager of their Milwaukee plant and office and sat in as a member of the Executive Committee of the N. P. O. He asked to be excused from making any comment.)

This placed me on the spot—so I just had to do the best I possibly could to state our position—take a firm stand
that we were not ready to tie in with their code or
2219 alter our position to extend the Agency plan of sell-
ing when and as we saw fit. Naturally I tried to do this without stirring up ill-will or resentment of this important group towards the Lead Industry.

I was successful in getting them to state the facts to the Administrator for their code and thus keep the door open for any further plans either group may care to develop. This was written in last night.

The way is now open without our getting roped in under the Paint Code regardless of our own wishes in the matter.

Mr. Marks made some notes to pass along to Mr. Carter. We went over them together and as they tell the high
spots I have asked him for a copy which I am enclosing
2220 along with letter from Mr. Carter and Cornish's let-
ter to Mr. Trigg.

I will be in Philadelphia Wednesday, New York office Thursday and Friday.

Will try to have visit with Carter and see what plans we must make to meet the situation which I can assure you is quite important and by no means solved.

If things go as now planned I will be in the Cincinnati office Saturday morning next.

Sincerely,
Willard.

2221 COMMISSION'S EXHIBIT NO. 706.

Letterhead of National Lead Company, New York.

September 22, 1933.

Mr. Willard Maston,
Willard Hotel,
Washington, D. C.

Dear Mr. Maston:

I am enclosing copy of letter written by Mr. Cornish to Mr. Trigg and which I read to you over the 'phone. I do not think there is anything else to say.

I take it for granted that the Paint Industry Code will be filed as now written, and which does not specifically mention lead-in-oil as a product—although by implication and by interpretation by the paint people of the definition in their code, they are, I think, a unit in considering that it should cover lead-in-oil.

If the Lead Industries Code comes up for a hearing on October 4th, as now expected, the paint industry may appear and protest; but that is a bridge which we do not yet have to cross and such situation may not arise. We should, however, I think, prepare beforehand to combat it if such an effort is made.

In the interim we will not plan to do anything in respect to introducing the agency plan with the trade, but we do expect to start up again just as soon as Lead Industries Code has been heard and the way is clear.

Yours very truly,
F. M. Carter,
President.

(Enclosure)

2222 Draft of letter to Mr. Trigg.

Sept. 22/33

Following Wednesday's informing and interesting interview with you and Mr. Matlack, I find that the National Lead Company is in an embarrassing position.

For many, many years it has been the policy of the National Lead Company not to appear before any government officer, United States Senator or Congressman, either asking or resisting any legislation. This policy has been in vogue for twenty-five years to my knowledge. In the matter of codes, as the owner of lead mines in Missouri and the West and as a member of the Lead Industries Association, we have gone along with that Association, in general assent with such code provisions as the membership wished to adopt.

Corroders of white lead, burners of red lead, litharge and orange mineral all logically and naturally treated themselves as a part of the Lead Industries Association, of which they were all members. We also manufacture lead products, including sheet lead, lead pipe, traps and bends, type metal and plumbers' supplies. We therefore lined up with the Metallic Products Division of the Lead Industries Association.

We also manufacture titanium pigments, which logically and naturally became associated with the Chemical Industry. We also manufacture linseed oil, and therefore properly joined the Linseed Oil Manufacturing Industry of the

United States. We also manufacture journal bearings, consisting of copper, lead, zinc and tin, and therefore logically and properly have joined that Association.

We also make calcium carbide. I have not heard yet if such an Association is being formed, but if such is formed, we would logically become a member of that. These Associations all have one thing in common; namely, reducing the hours of labor and increasing wages; to which the National Lead Company has acquiesced, endeavoring to conform to such other restrictions or codes as the other 2223 people interested may desire, but under no circumstances do anything that would be a crime if the Sherman Law were still in force.

We are engaged, as you know, in the manufacture of ready-to-use paints in California. In addition, we manufacture colors in oil and a few paint specialties. We have not attended any of your meetings; expecting that whatever you considered necessary or desirable would not apply to the National Lead Company, excepting as to the above activities, and in no case include lead-in-oil.

It therefore seems to be absolutely necessary to limit our association with the manufacturers of ready-to-use paints to the ready-to-use products above referred to.

I would be sorry to engage in any discussion attempting to establish rules for any industries that are to some extent competitive with the National Lead Company. For instance, we sell to the manufacturers of prepared paints a very large percentage of our white lead (both dry and in oil), titanium pigments and lead sulphate. We do not establish exclusive agencies, but sell to wholesalers, retailers, painters and the general public. In many cities, manufacturers of ready-to-use paints have exclusive agencies from some of which our products are excluded.

If we were to take any hand in forming codes, we would like very much to abolish exclusive agencies and leave all dealers free to buy their products from anyone whom they saw fit.

Of course, I recognize that white lead-in-oil, or sublimed lead-in-oil, or zinc-in-oil can be looked upon as a paint, and yet no white lead that we sell is usable without further preparation. I hope, therefore, that any code adopted by the paint, varnish and lacquer manufacturers will not contain any matter which would limit the activities of the National Lead Company, excepting where we are engaged in the same similar business.

If the code you are preparing is so limited, the National Lead Company will most certainly fall in line. But if you attempt in the code to limit the Business of the Na-
2224 tional Lead Company, which in some respects is competitive with prepared paints, we feel that you would be doing us an injustice.

There are a great many customs that have grown up in the ready-to-use paint business that we would like to correct; but, as stated in the beginning of this letter, it has long been the policy of the National Lead Company to accept whatever laws are passed, and conform to them without ourselves endeavoring to influence anybody either one way or the other.

For instance: The products of the National Lead Company have been extensively advertised for fifty years and their quality and price well known. There has grown up an unethical practice to use Dutch Boy brands of white lead as a leader, sold without a profit as a means of selling other products such as colors, brushes, painters' supplies, to the great annoyance, irritation and injury of everyone doing ethical business. We have, therefore, for many years attempted to correct this evil.

To that end we have been experimenting with agency agreements (never exclusive agencies), by means of which we can discourage the use of our products in a way to injure us or the other distributors thereof. Our efforts in that respect have been approved by all distributors of white lead-in-oil, both wholesalers and retailers; and have been especially valuable to small dealers in competition with those attempting to sell over large areas to ultimate consumers. It has been injurious to no one and has been advantageous to the industry at large.

You should not embarrass us by saying that our efforts in this connection are improper.

Very respectfully,

E. J. Cornish,
Chairman.

Copy to Mr. Matlack.

2230 **COMMISSION'S EXHIBIT NO. 708.**

(Letterhead of National Lead Company, Chicago.)

July 30, 1940.

Mr. William H. Hayt, General Manager,
White Lead Division,
The Eagle-Picher Sales Company,
1030 Broadway,
Cincinnati, Ohio.

Dear Bill:

Thank you ever so much for yours of the 26th with which you enclosed labels for your Primer and Finish Coat white lead paint, also for the price set up which you list in your letter.

All of this is very interesting, but the most interesting will be the reaction, in the trade, to your experiment. You have my wishes for the best of luck.

When you get to the city again I hope we can get together for lunch. Remember, the next one is on me!

Kindest regards.

Sincerely,
(Illegible)
Assistant Manager.

2231 COMMISSION'S EXHIBIT NO. 709.

(Inter-Company Letterhead of The Eagle-Picher Lead Company, New York)

September 25th, 1933.

To Cincinnati Office,
Attention Mr. A. E. Bendelari, President.

Dear Mr. Bendelari,

Zinc Code.

The Zinc Code was finished last night and will be presented the end of the week. Mr. Roosevelt got in touch with Miss Reeves, Mr. H. O. King's secretary in Washington, on Saturday afternoon and asked her to tell Mr. King that it would be ready by the end of the week. (Miss Reeves used to be secretary to Nicholas Longworth.) She says she will keep Mr. King in a good humor in this connection.

Lead Code.

Mr. Roosevelt has been working with Mr. Carter, Mr. Rowe and Mr. Wormser all afternoon on the Lead Pigments code. They will meet tomorrow for further conference. Mr. Carter shows every evidence of not desiring

to put in any supplementary codes on any lead products.
Metallic Lead Products.

Mr. Roosevelt asks me to tell you that he does not know at the present moment whether he will have time to do anything on the Metallic Lead Products code or not.

Yours very truly,
E. B. Pettes,
Secretary to Mr. Roosevelt.

ep
cc to Mr. Potter, Joplin Office.

2232 COMMISSION'S EXHIBIT NO. 710.

July 26, 1940.

Mr. John L. Reque,
National Lead Company,
900 W. 18th Street,
Chicago, Illinois.

Dear John:

Regarding our telephone conversation, the new white lead paint which we are trying out is still very much on an experimental basis, not experimental from the standpoint of the quality of the product but rather from the marketing angle. We are offering it in five gallon kits only and pushing it as a painters product. I am enclosing two labels, one from the Primer Sealer and on from the Finish Coat, which just about tell the whole story. The price is the same for either product.

The list price is $3.25 per gallon in five gallon kits. Quantity prices to dealers and painters are as follows:

	Dealer	Painter
5 to 25 gallons	$2.25	$2.70
30 to 95 gallons	2.15	2.65
100 gallons and over	2.10	2.60

Terms 2-15-60.

These products are not sold on consignment.

I was very sorry to get your report that Harold Rowe is still under the weather and not expected back on the job for some little time. If you see him or have occasion to write to him, please be sure to give him my best wishes.

With kindest regards to yourself.

Sincerely,
The Eagle-Picher Sales Company.
W. H. Hayt,
General Manager,
White Lead Division.

WHH:lh

2234 COMMISSION'S EXHIBIT NO. 712.

(Intra-Company Letterhead of Eagle-Picher Lead Company, Cincinnati.)

Thursday, September 14, 1933.

To Cincinnati Office,
Attention Mr. A. E. Bendelari, President.

White Lead in Oil—August sales showed seasonal decline when compared with June and July tonnage. August '33 compared with August '32 is 615 tons against 546 tons, an increase of 12½%. Buying in anticipation of an advance in price was not evident during the month. September started slowly. There are no definite signs that fall painting will be better than for the same period last year.

Now Product—In August we started introducing our new Eagle "All-Purpose" White Lead. This product is a semi-paste weighing 30 pounds to the gallon, and put up in attractive quart and gallon cans. It is quickly reduced to painting consistency by the addition of an equal volume of thinner. Pure White Lead has always sold by the pound. We want to learn if it can be sold by gallon measure and carry better profit margins.

We expect that the new "All-Purpose" White Lead will be a means of recovering the small town distributor of paint, who as a class, has about given up any serious attempt to sell White Lead in Oil. This new product has very real possibilities, and we intend to develop them.

Eagle Distributors. Shortly after the first of the year our company and the National experimented with a consignment plan of selling in the East (New York and Washington). It is the only legal means of controlling the resale price of White Lead and preserve a profit to dealers.

Both companies agree that it has proven a success in the East, and it should be possible to extend it throughout the country in the near future.

The only competitive company likely to follow this plan is Anaconda. Sherwin-Williams, Glidden, DuPont and Wetherill are likely to continue the straight sales basis. Fuller on the West Coast is doubtful.

During the next few months we will probably shed our old methods of marketing White Lead in Oil. Our aim and hope is to develop a sales plan whereby distributors will make a profit handling this merchandise. If we are successful in doing this the industry will start pulling itself free of a dangerous situation which has for a long time threatened to engulf it completely.

* * * * * *

Willard E. Maston.

2300 COMMISSION'S EXHIBIT NO. 741.

FEDERAL TRADE COMMISSION

Field Report

File No. 1-17116.

EC-Jr:vf
3/28/44

Frank H. Hurless,
Sales Manager, Pigment Division,
International Smelting and Refining Company,
420 East 151st Street,
East Chicago, Indiana.

Date: March 20, 1944
Place of interview:
By telephone.

Informant called the writer to say that he had ascertained the percentage of White Lead-in-Oil business done by his company as compared with the industry. He furnished the following figures:

1937	3.25%
1938	3.12%
1939	3.79%
1940	4.03%
1941	3.83%
1942	3.80%
1943	3.05%

These figures were from statistics supplied by Lead Industries Association, informant stated.

Respectfully submitted,

Eugene Carmichael, Jr.,
Attorney Examiner.

2302 COMMISSION'S EXHIBIT NO. 749.

National Lead Company (D-5253)

White Lead Sources of Supply for 67 Cities Covered by F. T. C. Sales Analysis.

Selected Cities Served	Directly From Factory Located In:	Through Warehouse In:
Aberdeen, S. D.	St. Louis	—
Alexandria, Va.	Philadelphia	—
Amarilla, Texas	—	Dallas
Atlanta, Ga.	Chicago	Atlanta
Baltimore, Md.	Philadelphia	—
Bismark, N. D.	St. Louis	—
Boston, Mass.	New York	Boston
Bristol, Tenn-Va.	Philadelphia	—
Buffalo, N. Y.	—	Buffalo
Charleston, S. C.	Philadelphia	—
Chicago, Ill.	Chicago	—
Cincinnati, Ohio	Chicago	Cincinnati
Cleveland, Ohio	Chicago	Cleveland
Council Bluffs, Ia.	—	Omaha
Cour d' Alene, Ida.	—	Spokane
Dallas, Texas	—	Dallas
Danville, Va.	Philadelphia	—
Davenport, Ia.	St. Louis	—
Denver, Colo.	St. Louis	—
Detroit, Mich.	Chicago	Detroit
Des Moines, Ia.	St. Louis	—
Duluth, Minn.	—	St. Paul
El Paso, Texas	—	Dallas
Fargo, N. D.	St. Louis	—
Fort Worth, Texas	—	Dallas
Houston, Texas	—	Dallas
Indianapolis, Ind.	Chicago	—
Jacksonville, Fla.	New York	—
Kansas City, Mo.	—	Kansas City
Knoxville, Tenn.	Chicago	—
Lincoln, Nebr.	St. Louis	—
Los Angeles, Calif.	—	Los Angeles
Louisville, Ky.	Chicago	—
Miami, Fla.	New York	—

Milwaukee, Wis.	Chicago	—
Minneapolis, Minn.	—	St. Paul
Nashville, Tenn.	Chicago	—
New York, N. Y.	New York	—
Ogden, Utah	—	Salt Lake City
Oklahoma City, Okla.	St. Louis	—
Omaha, Nebr.	—	Omaha
Philadelphia, Pa.	Philadelphia	—
Phoenix, Ariz.	—	Phoenix
Pittsburgh, Pa.	—	Pittsburgh
Portland, Ore.	—	Portland
Pueblo, Colo.	St. Louis	—
Raleigh, N. C.	Philadelphia	—
Reno, Nev.	Melrose	—
Richmond, Va.	Philadelphia	—
Salt Lake City, Utah	—	Salt Lake City
San Francisco, Calif.	—	San Francisco
Santa Fe, N. M.	St. Louis	—
Seattle, Wash.	—	Seattle
Sioux City, Ia.	St. Louis	—
Sioux Falls, S. D.	St. Louis	—
Spokane, Wash.	—	Spokane
St. Louis, Mo.	St. Louis	—
St. Paul, Minn.	—	St. Paul
Tacoma, Wash.	—	Tacoma
Texarkana, Tex-Ark.	St. Louis	—
Union City, Tenn.	St. Louis	—
Walla Walla, Wash.	—	Portland
Washington, D. C.	Philadelphia	—
Whealing, W. Va.	Chicago	—
Wichita, Kas.	St. Louis	—
Wichita Falls, Tex.	St. Louis	—
	—	Portland

2314 COMMISSION'S EXHIBIT NO. 755.

Directory of Divisions & Stores.

5-1-45.

2315 Paint and Varnish Divisions.

No. 1 The Glidden Company, 1396 Union Commerce Building, Cleveland 14, Ohio.

Adrian D. Joyce—President.
R. H. Horsburgh—Executive Vice-President.

R. W. Levenhagen—Vice-President.
W. J. O'Brien—Vice-President.
Dwight P. Joyce—Vice-President.
P. E. Sprague—Vice-President.
C. M. Kolb—Secretary.
N. B. Betzold—General Sales Mgr.—
Food Package Prod. Div.
C. E. Carney—Patent Division—
Legal Department.
Glenn Davidson—General Production Mgr.—
Food Divisions.
J. H. Lathe—Sales Mgr.—Chemical &
Pigment Divisions.
J. B. Shepler—Director of Personnel.
J. M. Stadter—General Purchasing Agent.

The Glidden Company, 11001 Madison Avenue, Cleveland 2, Ohio.

J. A. Peters—Treasurer.
C. L. Cole—Controller.
Alex. D. Duncan—General Manager—
Paint & Varnish Div.
W. W. Conant—Assistant Secretary.
J. H. Weeks—Assistant Controller.
H. W. Caton—General Credit Manager.
C. A. Leach—Insurance Manager.
F. R. Hysell—General Traffic Manager.
B. W. Maxey—Chief Cost Accountant.
J. L. Noon—Manager—Industrial &
Transportation Sales.
L. S. Fulton—Director of Regional
Distribution.
E. L. Weber—Advertising & Sales
Promotion Manager.
L. A. Radloff—Manager of Specialty Sales.
N. C. Martin—Headquarters Manager—
Maintenance Sales.
G. H. Mutersbaugh—General Superintendent
Paint Divisions.
Ed Schulte—Technical Director.
L. H. Wismar—General Stockkeeper.
E. C. Shurtleff—Manager—Industrial Sales
(Cleveland).
R. J. Cusick—Manager—North Central
Trade Sales.

R. J. Kucklick—Manager—South Central Trade Sales.
R. E. Payne—Credit Manager (Cleveland Division)
N. W. Haviland—Superintendent.

No. 2 The A. Wilhelm Company, Third & Bern Streets, Reading, Penna.
F. B. Wickham—Regional Director.
G. B. Work—Eastern Direct Sales Manager.
P. L. Seyler—Trade Sales Manager.
J. E. Fehl—Syndicate Sales Manager.
E. J. Hildebrand—Dry Color Sales Manager.
S. W. Loose—Accountant.
J. L. Sloat—Credit Manager.
R. T. Woomer—Office Manager.
J. W. Ford—Purchasing.
W. F. Heberle—Production Manager.
L. F. Wagner—Technical Director.
Harry E. Graul—Superintendent.
New York Office, Room No. 802, 52 Vanderbilt Ave., New York 17, N. Y.

2316 No. 4 American Paint Works, 424 Josephine Street, New Orleans 8, La.
W. G. Smart—Regional Director.
B. H. Read—Credit Manager.
L. H. Hutchison—Accountant, Cost Accountant.
F. J. Hepting—Purchasing.
H. A. Richard—Superintendent.
W. S. Herner—Assistant Superintendent.

No. 5 Campbell Paint & Varnish Company, Main and Gratiot Sts., St. Louis 2, Mo.
H. L. Slaughter—Regional Director.
R. J. Sandmeyer—Assistant Sales Manager.
F. R. Farris—Office Manager.
Bertha Ridley—Credit Manager.
Roberta Van Doren—Accountant.
Alma Mueller—Cost Accountant.
E. W. Clark—Superintendent.

No. 6 The Glidden Company, 1901 E. Hennepin Ave., Minneapolis 13, Minn.
T. J. Weigand—Regional Director.
B. K. Douglas—Credit Manager, Accountant.
Cora C. Sommer—Cost Accountant.
James B. Small—Superintendent.

No. 9 Nubian Paint & Varnish Co., 1856 No. LeClaire Ave., Chicago 39, Ill.
C. C. Johnson—Regional Director.
Nat Armel—Sales Manager.
Bertel Jonson—Credit Manager.
J. T. Radix—Accountant.
Mrs. A. Tomasek—Cost Accountant.
H. E. Miles—Superintendent.
W. N. Hill—Assistant Superintendent.
C. G. Moore—Manager, Research Laboratory.

No. 12 The Glidden Company, Limited, 382 Wallace Ave., Toronto 9, Ont., Canada.
Charles Morrison—Acting Managing Director.
Harold G. Noonan—Sales Manager.
William A. Kyle—Manager—Industrial Sales.
Frederick R. Stephan—Office and Personnel Manager.
Alexander Sharp—Credit Manager.
H. V. Summers—Accountant.
Wm. J. Boyd—Purchasing.
H. L. Sandford—Superintendent.

No. 14 The Glidden Company, 1300 Seventh Street, San Francisco 7, Calif.
Earl Ehrke—Regional Director.
G. L. Lampman—Sales Manager.
John C. Sparks—Office Manager.
C. W. Hartford—Credit Manager.
R. T. Hall, Jr.—Accountant.
J. N. Cooper—Purchasing.
Sam Uhler—Superintendent.

No. 15 The Glidden Company, 650 Beacon Street, Boston 15, Mass.
R. J. Cushman—Manager.
Miss Dorcas J. Byrnes—Accountant.
E. J. Powers—Credit Manager.

2317 No. 16. The Glidden Company, 4201-11 Tonnelle Ave., North Bergen, N. J.
F. J. Roche—Manager.
Ray Mahr—Credit Manager.

No. 17 Adams & Elting Co., 1833 S. Normal Ave., Chicago 16, Illinois.
Z. G. Peck—Regional Director.
H. V. Zeidler—Office Manager, Credit Manager.

Mildred Gisiner—Accountant.
Moss Jaeger—Sales Manager.
T. Struckmeier—Cost Accountant.
W. A. Beck—Superintendent.
George Wilson—Sales Manager—
Aviation Division.

No. 68 The Glidden Company, 324 Marietta St., N. W., Atlanta 3, Ga. Southeastern Division.
J. L. Beauchamp—Regional Director.
J. L. Davis—Regional Credit Manager, Accountant.
C. B. Wright—Sales Manager.
Food Divisions.

No. 13 Durkee Famous Foods, Elston Ave. and Logan Blvd., Chicago 47, Illinois.
G. N. Bruce—Manager.
W. L. Dickinson—Oil Buyer and Jobbing Mgr.
H. K. Heath—Credit Manager.
R. C. Elliott—Accountant.
R. A. Lahann—Cost Accountant.
C. D. Couch—Traffic Manager.
L. A. Spielman—Superintendent.

No. 19 Durkee Famous Foods, 2736 N. W. Front St., Portland 10, Oregon.
J. Wynietalek—Superintendent.
Hazel M. Rice—Office Manager.

No. 21 Durkee Famous Foods, 1303 Shelby St., Louiville 1, Ky. (P. O. Box 958).
G. F. Atkinson—Manager.
E. J. DeSpain—Credit Manager.
Charles Dean—Accountant.
C. B. Evans—Cost Accountant.
C. J. Pilson—Traffic Manager.
M. A. Beck—Superintendent.
C. S. Meyer—Sales Manager.

No. 22 Durkee Famous Foods, 2900 Fifth Street, Berkeley 2, Calif.
Newell Beatty—General Manager.
V. H. Creek—Office Manager.
E. C. Arbogast—Credit Manager.
P. L. Brothers, Jr.—Sales Manager—
Refinery & Package Prod.
J. Russell Smith—Sales Manager—
Meal & Crude Oils.

C. E. McMichael—Plant Superintendent.
L. M. Fites—Traffic Manager.

2318 No. 23 Durkee Famous Foods, Corona Ave. and 94th St., Elmhurst, L. I., N. Y.
L. Y. Pulliam—Manager.
E. C. Van Gorder—Credit Manager.
K. L. Overley—Accountant.
Wm. Crawford—Cost Accountant.
Morris Palmer—Superintendent.
P. D. Hursh—Sales Manager (Package Prod. Divn.).
J. R. Miller—Traffic Manager.
A. Thomas Arpaia—Sales Manager (Shortening & Cottonseed Oil).
Harry Scott Davis—Sales Manager (Cocoanut Oil).
George Main—Assistant Sales Manager, Condiment Dept.
C. R. Spiller—Merchandise Mgr. (Condiment & Cocoanut Divn.).

No. 24 Durkee Famous Foods, 3702 Iron St., Chicago 9, Illinois.
J. A. Califf—Manager.
E. J. Simonek—Office Mgr., Accountant, Cost Accountant.
W. B. McCabe—Credit Manager.
Wm. H. Wunluck—Sales Mgr.—Shortening & Oil.
C. W. Widmer—Sales Mgr. Margarine.
E. W. Miles—Superintendent.

No. 26 Durkee Famous Foods, Norwalk, Ohio.
R. J. Spangler—Sales Mgr.—Spices and Condiments.
L. F. Belzold—Sales Mgr.—Margarine & Shortening.
A. D. Henry—Office Manager, Credit Manager.
A. L. Ruffing—Superintendent.
F. W. Keysor—Accountant.
Chemical and Lead Divisions.

No. 10 The Chemical and Pigment Company, 6401 St. Helena Ave., St. Helena 22, Baltimore, Maryland.
John P. Ruth—Manager.
G. W. Fisher—Accountant.

R. B. Quelos—Sales Manager.
M. A. Palle—Purchasing Agent.

No. 33 The Chemical and Pigment Company, 766 50th Ave., Oakland 1, Calif.
E. L. Ralston—Manager.
W. C. Benson—Accountant.

No. 35 The Chemical and Pigment Company. P. O. Box 191, Collinsville, Ill.
E. R. Williams—Manager.
W. P. Hadley—Accountant, Credit Manager.

No. 27 Metals Refining Company, P. O. Box 309, Hammond, Indiana.
David N. Burruss, Jr.—Manager.
Stella Anderson—Accountant.
Mrs. Charlotte Esslinger—Credit Manager.
Wm. C. Roddy—Sales Manager.
C. W. Wilson—Superintendent.

No. 28 Euston Lead Company, 500 Penn Avenue, Scranton 3, Penna.
A. R. Knight—Manager.
M. R. Ammerman—Accountant, Credit Manager.
R. W. Kreinberg—Superintendent.

2319 No. 37 The Glidden Company, 5165-67 West Moffat Street, Chicago 39, Illinois, Soya Products Division.
P. A. Olson—Manager,
P. L. Julian—Manager—Fine Chemicals Div.,
J. G. Stephan—Office Manager,
W. M. Bain—Sales Manager—Alpha Protein,
A. G. Engstrom—Sales Manager—Hormone Div. and Alpha Protein—Industrial,
R. R. Stigler—Sales Manager—Edible Prod.,
E. A. Buelens—Production Superintendent,
R. A. Doyle—Purchasing.
I. O. Wyberg—Traffic Manager.

No. 38 The Glidden Company, 1160 W. 18th Street, Indianapolis 6, Indiana, Feed Mill Division.
Cecil F. Marsh—General Sales Manager,
W. L. Christman—Assistant Manager, Purchasing,
L. C. Lindenberg—Office Manager,

Earl W. Stark — Superintendent — Edible Dept.,
Carl McWilliams — Superintendent — Feed Dept.

No. 71 Southern Pine Chemical Company, P. O. Box 389, Jacksonville 1, Florida.
E. W. Colledge—Regional Director,
F. R. Ward—Office Manager, Credit Manager,
A. M. Hayes—Accountant.

No. 75 The Glidden Company, Hansen Ave. at Firestone Blvd., Buena Park, Calif., Vegetable Oil Division.
L. C. Barlow—Manager.

No. 76 Nelio Resin Processing Corporation, P. O. Box 389, Jacksonville 1, Florida.
E. W. Colledge—Regional Director,
T. N. Stewart—Auditor.
Nelio Resin Processing Corporation, P. O. Box 799, Valdosta, Georgia.
Carey Speer—Resident Manager,
M. G. O'Neil—Accountant, Office Manager.

No. 77 Yadkin Valley Ilmenite Company, Box 815, Lenoir, N. C.
H. L. Rhodes—Manager.

No. 78 The Chemical and Pigment Company, 6401 St. Helena Ave., St. Helena 22, Baltimore, Maryland, Mining Division.
John P. Ruth—Manager.
G. W. Fisher—Accountant.

No. 79 The Glidden Company, Cartersville, Georgia—Black Ash Division.
H. L. Rhodes—Manager.

2320 The Glidden Company.
Retail Stores.

No. 40 Atlanta 3, Georgia—82 Broad St., N. W.
A. T. Baumgartner—Manager.

No. 41 Birmingham 3, Alabama—2016 First Avenue, North.
F. L. Hambaugh—Manager,
A. M. Rhodes—Credit Manager.

No. 42 Evansville 2, Indiana—10-16 Main Street.
J. R. Giles—Manager,
Miss M. Ritter—Credit Manager.

No. 43 Scranton 3, Penna.—224 Wyoming Avenue.
W. W. Edgerly—Manager,
V. Seamans—Cashier.

No. 44 Miami 32, Florida—55 N. W. First Street.
George D. Sheehan—Manager.

No. 45 West Palm Beach, Florida—300 S. Olive St.
L. C. Driggers—Manager.

No. 46 Oklahoma City 2, Okla.—310 N. W. Second St.
W. H. Evans—Manager.

No. 47 Dallas 2, Texas—1029 Elm Street.
W. L. Woodfin—Manager,
Faye Breashear—Credit Manager.

No. 48 El Paso, Texas—113 N. Stanton Street.
T. A. Lewis—Manager,
Nellie Flanagin—Cashier.

No. 49 Houston 2, Texas—700-2 Travis Street.
H. A. Pace—Manager,
C. H. Powell—Credit Manager.

2321 No. 50 San Antonio 5, Texas—216 W. Commerce Street.
Elgin Klaerner—Manager.

No. 51 St. Petersburg 4, Florida—869 Central Avenue.
J. G. Cunningham—Manager.

No. 52 Jacksonville 2, Florida—50 West Bay Street.
A. E. Swader—Manager.

No. 53 Washington 5, D. C.—1013 12th Street, N. W.
C. E. Caltrider—Manager,
Miss A. R. Bender—Cashier.

No. 54 Fort Worth 2, Texas—605 Throckmorton Street.
W. C. Williams—Manager.

No. 55 Knoxville 10, Tenn.—319 Wall Avenue.
L. H. Williams, Jr.—Manager.

No. 56 Cleveland 12, Ohio—13538 Euclid Avenue.
Frank Harding—Manager.

No. 57 Columbus 15, Ohio—131 E. Long Street.
R. G. Stinchcomb—Manager.

No. 58 Honolulu, T. H.—1235 So. Beretania Street.
W. J. Wilbert—Manager.

No. 59 Baltimore 1, Md.—21 No. Liberty Street.
R. W. Kilcollins—Manager,
Mrs. Virginia B. Daffin—Cashier.

No. 60 Richmond 19, Virginia—109 E. Grace Street.
C. P. O'Connell—Manager.

No. 61 Tampa 2, Florida—815 Florida Avenue.
J. C. Brown—Manager.

2322 No. 62 Buffalo 4, New York—733-735 Main Street.
R. H. Stofer—Manager.

No. 63 Toledo 4, Ohio—201 Summit Street.
Clarence M. Myers—Manager.

No. 64 Detroit 2, Michigan—7502-7506 Woodward Avenue.
J. B. Gillespie—Manager.
F. X. Grimmer—Credit Manager.

No. 65 Orlando, Florida—228 N. Orange Avenue.
R. M. Grover—Manager.

No. 66 Charlotte 2, N. C.—312 S. Tryon Street.
A. L. Metts—Manager.
E. R. Wilson—Cashier.

No. 67 Mobile 12, Alabama—77 Dauphin Street.
J. M. Hull—Manager.

No. 69 Huntington Park, Calif.—6350 Pacific Blvd.
H. K. Hanna—Manager.

Montreal, Quebec—1622 St. Catherine St., W. (The Glidden Company, Limited).
Albert Fauteux—Manager.
C. Sodo—Credit Manager.

2323 COMMISSION'S EXHIBIT NO. 756.

The Glidden Company.

Progress File No. 1945.

1917.

Factories—The Glidden Company, Cleveland, Ohio; The Glidden Company, Ltd., Toronto, Ontario, Canada.
Warehouses—The Glidden Company, Chicago, Illinois; The Glidden Company, New York, N. Y.

Factories.

Paint.

The Glidden Company, Cleveland, Ohio,
The A. Wilhelm Company, Reading, Pennsylvania,
The American Paint Works, New Orleans, Louisiana,
The Campbell Paint & Varnish Co., St. Louis, Missouri,
The Glidden Company, Minneapolis, Minnesota,

Nubian Paint & Varnish Company, Chicago, Illinois,
The Glidden Company, Ltd., Toronto, Ontario, Canada,
The Glidden Company, San Francisco, California,
Adams & Elting Company, Chicago, Illinois.

Food.

Durkee Famous Foods, Elston Avenue, Chicago, Illinois,
Durkee Famous Foods, Iron Street, Chicago, Illinois,
Durkee Famous Foods, Portland, Oregon,
Durkee Famous Foods, Louisville, Kentucky,
Durkee Famous Foods, Norwalk, Ohio,
Durkee Famous Foods, Berkeley, California,
Durkee Famous Foods, Elmhurst, Long Island, New York.

Chemicals, Pigments & Metals.

The Chemical & Pigment Company, St. Helena (Baltimore), Maryland,
The Chemical & Pigment Company, Oakland, California,
The Chemical & Pigment Company, Collinsville, Illinois,
Metals Refining Company, Hammond, Indiana,
Euston Lead Company, Scranton, Pennsylvania.

Naval Stores.

The Glidden Company, Jacksonville, Florida,
Southern Pine Chemical Company, Jacksonville, Florida,
Southern Pine Chemical Company, Pensacola, Florida,
Nelio Resin Processing Corporation, Collins, Georgia,
Nelio Resin Processing Corporation, Jacksonville, Florida,
Nelio Resin Processing Corporation, Valdosta, Georgia.

Soya Products.

The Glidden Company, Chicago, Illinois.

Feed Mill.

The Glidden Company, Indianapolis, Indiana.

Vegetable Oils.

The Glidden Company, Buena Park, California,
The Glidden Company, Berkeley, California,
The Glidden Company, Portland, Oregon.

Mines.

The Glidden Co. Barytes Mines, Battle Mountain, Nevada,
The Chemical & Pigment Company, Micalith Division, Hoke Station, Pennsylvania,
Yadkin Valley Ilmenite Company, Lenoir, North Carolina.

Offices & Warehouses.

Food.

Durkee Famous Foods, Cleveland, Ohio,
Durkee Famous Foods, Pittsburgh, Pennsylvania.
The Glidden Company, Cleveland, Ohio,
The Glidden Company, Boston, Massachusetts,
The Glidden Company, North Bergen, New Jersey,
The Glidden Company, New York, N. Y.

Retail Paint Stores.

Atlanta, Georgia
Birmingham, Alabama
Evansville, Indiana
Scranton, Pennsylvania
Miami, Florida
West Palm Beach, Florida
Oklahoma City, Oklahoma
Dallas, Texas
El Paso, Texas
Houston, Texas
San Antonio, Texas
St. Petersburg, Florida
Jacksonville, Florida
Washington, D. C.
Fort Worth, Texas
Knoxville, Tennessee
Cleveland, Ohio
Columbus, Ohio
Honolulu, Hawaii
Baltimore, Maryland
Richmond, Virginia
Tampa, Florida
Buffalo, New York
Toledo, Ohio
Detroit, Michigan
Orlando, Florida
Charlotte, North Carolina
Mobile, Alabama
Montreal, Quebec
Huntington Park, California
Boston, Massachusetts.

2325 COMMISSION'S EXHIBIT NO. 757.

Euston White Lead in Oil

Premium Zones and Price Differentials Applicable Thereto.

This supersedes previous schedule of differential zones and is effective January 1, 1937.

(a) States in par territory (which take no differential premium) Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, New York, New Jersey, Pennsylvania, Maryland, Delaware, Ohio, West Virginia, Michigan, Indiana, Illinois, Wisconsin, Kentucky, and District of Columbia.

Exceptions:—Areas in above States which take ½¢ advance: Kentucky—Mayfield, Paducah, and Fulton; Illinois—Cairo, Moline, Quincy, and Rock Island; Wisconsin—Eau Claire, LaCrosse, and Superior.

(b) States taking ⅛¢ advance differential—Minnesota, Iowa, Missouri, and Virginia.

Exceptions:—Areas in above States which take no advance differential: Missuori—St. Louis, Clayton, Ferguson, Kirkwood, Manchester, Maplewood, St. Charles, and Webster Groves; Virginia—Arlington County and Fairfax County. Areas in above States which take ¼¢ advance: Virginia—Southwestern section of Virginia including the following counties and points west: Bath, Alleghany, Craig, Montgomery, Floyd, and Carroll.

(c) States taking ¼¢ advance differential. Tennessee, North Dakota, South Dakota, Nebraska, and Kansas.

Exceptions:—Areas in above States which take ⅛¢ advance: Nebraska—Lincoln and Omaha; Kansas—Atchison, Kansas City, and Leavenworth.

(d) States taking ⅜¢ advance differential. North Carolina, South Carolina, Georgia, Florida, Alabama, Mississippi, Louisiana and Arkansas.

No exceptions.

(e) States taking ½¢ advance differential. Oklahoma, Colorado and Wyoming.

No exceptions.

(f) State taking ¾¢ advance differential. Texas.

Exceptions:—Area in above State which takes a 1¢ differential: Texas—El Paso.

(g) State taking 1¢ advance differential. New Mexico.

No exceptions.

2382 COMMISSION'S EXHIBIT NO. 768.

January 1st, 1941.

Montgomery Ward & Company,
Chicago Avenue & Larrabee Street,
Chicago, Illinois.

Gentlemen:

We desire to confirm our arrangement with you whereby we agree to sell and ship and you agree to purchase and accept 300 tons (2,000 pounds to the ton) of our Strictly Pure White Lead in Oil in lithographed kegs or cans during the period from January 1, 1941, to December 31, 1941, at the following prices, freight prepaid on shipments of 100 pounds or more, and f.o.b. our warehouse on shipments of less than 100 pounds. Terms are net thirty days.

Prices—On shipments into the base zones shown on the

attached sheet showing the zones and price differentials hereto attached and marked "Exhibit A:"

In lithographed kegs and cans		In black kegs labeled	
100# kegs	$ 8.80 per 100#	100# kegs	$ 8.75 per 100#
50# kegs	9.05 per 100#	50# kegs	9.00 per 100#
25# kegs	9.30 per 100#	25# kegs	9.15 per 100#
5# cans	10.75 per 100#		
1# cans	12.20 per 100#		

The above prices will be increased by the differentials shown on "Exhibit A" when shipments are made into zones other than the base zones.

We will invoice said White Lead in Oil to your stores and warehouses at the following base prices to which will be added the zone differentials shown on the attached "Exhibit A."

100# kegs	$ 9.55 per 100#
50# kegs	9.80 per 100#
25# kegs	10.05 per 100#
5# cans	11.55 per 100#
1# cans	13.05 per 100#

We will credit your account as soon as possible after the close of each month with the difference between the price at which said White Lead in Oil is invoiced to your stores and warehouses and our direct base selling price to you.

The direct base selling price to you and the base selling price to your stores and warehouses shall be subject to change at all times during the life of this contract, either up or down, in accordance with the standard lead companies' prices.

We will make shipments under this arrangement from the following factories and warehouses:

Cleveland, Ohio	Chicago, Illinois
New Orleans, Louisiana	St. Louis, Missouri
Houston, Texas	Scranton, Pennsylvania
Minneapolis, Minnesota	

It is understood between us that you will furnish us with written specifications within thirty days showing the proportion of 150 tons that will be packed in 100, 50 and 25 pound kegs, five and one pound cans, and specifications for the balance by July 1, 1941, and if our output of White Lead in Oil is not oversold during the period from January 1, 1941, to December 31, 1941, we will sell you up to 50 tons of our Strictly Pure White Lead in Oil in addition to

the 300 tons specified herein on the same terms and conditions.

2383 It is understood that if for any reason this contract is not completed by you, all empty kegs and cans bearing your label will be purchased by you at our actual cost of said kegs and cans. It is provided, however, that you will not be required to accept empty kegs or cans in any amount in excess of quantity agreed upon in this contract.

It is also understood that if this arrangement is not renewed you will buy from us all empty cans and kegs bearing your label at termination of this contract provided, however, that said amount does not exceed 20% of your 1940 purchases, and that you will purchase from us all the stock of your specially labeled lead located in our warehouses listed above up to 40 tons.

It is also understood that fires, strikes, accidents and all other causes beyond our control will absolve us from making any and all shipments under this arrangement while such disability exists, and that you will refrain from referring to us or our division, Euston Lead Company, as the producers of said White Lead in Oil. It is also understood that if for any reason we are unable to make shipments to you, you will then be entitled to order your lead elsewhere and deduct from the 300 ton contract requirements of the amount of lead which you are forced to order elsewhere.

It is also understood that any tax or other governmental charge upon the production and/or sale and/or shipment of said White Lead in Oil imposed by the Federal, State or Municipal authorities and hereafter becoming effective within the life of this contract shall be added to the price herein provided and shall be paid by you unless otherwise agreed in writing.

If the arrangement, as outlined in this letter, is satisfactory to you, we will appreciate your signing and returning the attached copy of this letter.

Yours very truly,
Heath & Milligan Manufacturing Company
(Division of The Glidden Company)
By Z. G. Peck,
Regional Director.

Agreed and Accepted: Montgomery Ward & Company.
By C. D. Ryan,
Vice President.

2384 COMMISSION'S EXHIBIT NO. 769.

December 29, 1942.

Montgomery Ward & Company,
Chicago Avenue & Larrabee Street,
Chicago, Illinois.

Gentlemen:

In confirmation of our arrangement with you whereby we agree to sell and ship and you agree to purchase and receive 300 tons (2,000 pounds to the ton) of our Strictly Pure White Lead in Oil manufactured for sale in lithographed kegs or cans or other available packages either furnished by you or of the same general type and kind as we may be using for our own business, during the period from January 1, 1943 to December 31, 1943, at the following prices, freight prepaid on shipments of 100 pounds or more, and f.o.b. our warehouse on shipments of less than 100 pounds. Terms are net thirty days.

Prices—On shipments into the base zones shown on the attached sheet showing the zones and price differentials hereto attached and marked "Exhibit A:"

In lithographed kegs and cans

100# kegs	$ 9.80 per 100#
50# kegs	10.05 per 100#
25# kegs	10.30 per 100#
5# cans	11.75 per 100#
1# cans	13.20 per 100#

Such stocks of White Lead in Oil filled in black kegs, labeled, as we now have on hand at Scranton, Pennsylvania and at our branch warehouse points, will be supplied at the following prices:

In black kegs labeled

100# kegs	$ 9.75 per 100#
50# kegs	10.00 per 100#
25# kegs	10.15 per 100#

The above prices will be increased by the differentials shown on "Exhibit A" when shipments are made into zones other than the base zones.

We will invoice said White Lead in Oil to your stores and warehouses at the following base prices to which will

be added the zone differentials shown on the attached "Exhibit A".

100# kegs	$10.55	per 100#
50# kegs	10.80	per 100#
25# kegs	11.05	per 100#
5# cans	12.55	per 100#
1# cans	14.05	per 100#

We will credit your account as soon as possible after the close of each month with the difference between the price at which said White Lead in Oil is invoiced to your stores and warehouses and our direct base selling price to you.

The direct base selling price to you and the base selling price to your stores and warehouses quoted above shall be subject to change at all times during the period from
2385 the date of this letter to December 31, 1943, either up or down, in accordance with the standard lead companies' prices and changes in our standard base prices generally, and shall be adjusted on a proportional basis.

We will make shipments under this arrangement from the following factories and warehouses:

Cleveland, Ohio
New Orleans, Louisiana
Houston, Texas
Chicago, Illinois
St. Louis, Missouri
Scranton, Pennsylvania
Minneapolis, Minnesota,

It is understood between us that you will furnish us with written specifications within thirty days showing the proportion of 150 tons of said White Lead in Oil, that will be packed in 100, 50, and 25 pound bags, five and one pound cans, and specifications for the balance by July 1, 1943, and if our output of White Lead in Oil is not oversold during the period from January 1, 1943, to December 31, 1943, we will sell you up to 50 tons of our Strictly Pure White Lead in Oil in addition to the 300 tons specified herein on the same terms and conditions. It is understood also that we shall be under no obligation to ship more than a pro rata quantity during any one month.

It is understood that if for any reason this contract is not completed by you, all empty kegs, cans, or packages bearing your label will be purchased by you at our actual cost of said kegs, cans, or packages, provided, however, that you will not be required to accept empty kegs, cans, or pack-

ages in any amount in excess of quantity agreed upon in this contract.

It is also understood that if this arrangement is not renewed you will buy from us all empty kegs, cans, and packages bearing your label at termination of this contract provided, however, that said amount does not exceed 20% of your 1942 purchases, and that you will purchase from us all the stock of your specially labeled lead located in our warehouses listed above up to 100 tons.

It is also understood that fires, strikes, floods, the elements, explosion, war, riot, insurrection, embargoes, acts of God or the public enemy, labor troubles, delays of vendors or in transportation, inability to obtain or produce said White Lead in Oil or the material from which it is manufactured, inability to obtain containers for said White Lead in Oil or transportation facilities, accidents, acts of Governmental authorities and all other causes beyond our control will absolve you and ourselves from liability for failure to make shipments or receive the same under this arrangement while such disability exists and the quantities which were to be delivered or received during such contingency may be cancelled by either of us without affecting the validity of this contract or deliveries to be made or received after the contingency is past.

It is also understood that you will refrain from referring to us or our Division, Euston Lead Company, as the producers of the White Lead in Oil. It is also understood that if for any reason we will be unable to make shipment to you, you will be entitled to order your lead elsewhere and deduct from the 300 ton contract the amount of lead you are forced to order elsewhere.

This contract shall be subject to all of the priorities, orders and regulations of the United States Government or any of its agencies and the Seller, subject to the conditions hereof, shall have the right at its option to modify this contract to conform therewith in any respect, including an increase in the prices provided for herein to the maximum prices fixed by the Government or any agency thereof, provided, however, that it is understood that we will at no time charge you more than the ceiling price of
2386. said White Lead in Oil, however, nothing herein contained shall require us to sell and ship you White Lead in Oil if the ceiling price therefor would result in our making such sales at a loss.

It is also understood that any tax or other governmental

charge upon the production and/or sale and/or shipment of said White Lead in Oil imposed by the Federal, State, Municipal or other government authorities and hereafter becoming effective within the life of this contract shall be added to the prices herein provided and shall be paid by you unless otherwise agreed in writing.

If the arrangement, as outlined in this letter, is satisfactory to you, we will appreciate your signing and returning the attached copy of this letter.

Yours very truly,

Heath & Milligan Manufacturing Company
(Division of The Glidden Company),
By Z G P,
Regional Director.

Agreed and Accepted:
Montgomery Ward & Company,
By C. D. Ryan,
Vice President.
RHB-12/29/42-5

2404 COMMISSION'S EXHIBIT NO. 773.

Cleveland, Ohio June 26, 1945 Mr. John C. Sparks
San Francisco

Dear Mr. Sparks:

The examiner for the Federal Trade Commission has gone through the copies of the invoices which you sent to me covering sales of white lead, and has asked me to return the enclosed copies to you. He would like to have you note on the face of each of the enclosed invoices the gross weight, the freight rate and the total amount of freight on the white lead shipped in each instance.

If possible, this information should be taken from the actual freight bills. If the freight bills are not available, the rate and amount should be figured and a notation made "No Freight Bill".

Please also state whether the shipment was made by rail or by truck.

Where the shipment comprises a local delivery from one of our warehouses or stores, kindly make the notation on the invoice, "No Freight—Local Delivery from Warehouse or Store", as the case may be.

In the case of local deliveries, please state if the delivery was made in our own truck, or by trucking companies hired

for the purpose, and to what account the expense of making delivery was charged.

Please send me your price lists on white lead and oil for the following periods:

First quarter—1941
Last quarter—1941
First quarter—1943

These price lists should cover the entire Pacific coast area that you are serving, and should show prices to distributors, dealers, painters, maintenance accounts, railroads, government and any other classes of customers.

We are very anxious to turn these invoices over to the Federal Trade Commission as soon as possible, and will appreciate your giving this matter your early attention. I realize that this is causing you a lot of inconvenience, and I want to thank you for your cooperation.

Clifton M. Kolb.

CMK:LG

2405 COMMISSION'S EXHIBIT NO. 774.

San Francisco July 6, 1945 Mr. Clifton M. Kolb
Cleveland, Ohio

Answering Letter of June 26, 1945

We are enclosing the invoices that you returned to us. We have marked each invoice either with the freight rate, the method of shipment, the gross weight, the amount of the freight bill or have indicated that it is a local delivery or shipped on a Government bill of lading. We have no freight bills on hand at San Francisco so all these rates were obtained from various trucking and railway companies. In the case of local deliveries, the expense paid to us by the trucking companies which are hired for this purpose is charged to the Selling Expense Account Cartage.

We have been unable to find the Price List for the first quarter 1941 and the last quarter 1941 but we are enclosing a copy of our price list for the first quarter 1943.

J. C. Sparks.

JCS/ed

(Due to the fact that we have been unable to find any price list for the first and last quarter 1941, Mr. Ehrke suggested that you may want the National Lead Price List for Pacific Coast Branch which was effective May 28, 1940. He says these prices were the same as ours.)

2511 COMMISSION'S EXHIBIT NO. 797.

(Letterhead of E. I. du Pont de Nemours & Company, Wilmington 98, Delaware.)

June 21, 1946.

Mr. James D. Ewing
Alexander & Green
120 Broadway
New York, N. Y.

Re: In the Matter of National Lead Co. et al. FTC Docket No. 5253

Dear Mr. Ewing:

Mr. Joseph Wright of the Federal Trade Commission has advised that return on the subpoena duces tecum served upon William Richter, formerly General Manager of our Fabrics and Finishes Department, could be made by our making available to you for production at the hearing the documents called for therein, together with a statement as to those which cannot be found.

Pursuant to this advice, we submit the following:

Specification No. I: After a diligent search we are unable to locate the original letter dated September 8, 1933 from F. M. Carter, President of National Lead Company, 111 Broadway, New York, New York, addressed to William Richter, or any copy thereof. In view of the date of the letter we believe it was destroyed pursuant to a routine destruction of old correspondence.

Specification No. II: There is enclosed the original contract entered into on February 3, 1938, between National Lead Company and E. I. du Pont de Nemours & Co., Inc., concerning the manufacture and packaging of white-lead-in-oil by National Lead Company for E. I. du Pont de Nemours & Co., Inc.; together with a copy of letter agreement dated January 31, 1940 extending the contract of February 3, 1938 to February 28, 1942 (after diligent search we are unable to locate an original thereof); a letter agreement dated June 26, 1942 amending the contract of February 3, 1938 and extending the term thereof to June 30, 1944; and a letter agreement dated June 26, 1944 extending the said agreement, as amended, to June 30, 1945.

2512 Specification No. III: There is enclosed the original of a letter agreement dated May 4, 1945 extending the agreement of February 3, 1938, as amended on June 26, 1942, for a further twelve months' period, ending June 30,

1946, and which is the contract presently in force between National Lead Company and E. I. du Pont de Nemours & Co., Inc. concerning the manufacture and packaging of white-lead-in-oil by National Lead Company for E. I. du Pont de Nemours & Co., Inc.

Specification No. IV: Our records indicate that the original memoranda and attachments concerning costs of producing white-lead-in-oil by National Lead Company under contract with E. I. du Pont de Nemours & Co., Inc., dated January 6, 1938, prepared by W. F. Malloch were given to one Robert T. Dunn of the Federal Trade Commission by Mr. Richter on July 16, 1943. In any event, after a diligent search we are unable to find the originals of said memoranda, and we are enclosing carbon copies thereof.

There are also enclosed photostatic copies of each of the attached documents, it being my understanding with Mr. Wright that it will be agreeable to put the photostatic copies into the record, if they are otherwise admissible, so that the originals may be returned to our files.

We greatly appreciate the cooperation of you and Mr. Wright in this matter, and if we can be of further assistance please advise.

Very truly yours,

Oscar A. Provost.

OAP:D-encls.
CC:

Joseph Wright, Esq.
Federal Trade Commission
Washington, D. C.

Mr. William Richter

2513 E. I. du Pont de Nemours & Co., Inc., Wilmington, Del., as Buyer, hereby agrees to purchase and receive, and National Lead Company, New York, N. Y., as Seller, to manufacture and ship Buyer's total requirements of white lead-in-oil, as specified below, during the period beginning Feb. 3, 1938, and ending Two Years afterward in accordance with the following conditions:

1. The white lead-in-oil furnished under this contract shall be the type known as Heavy Paste or that known as Soft Paste, as order by Buyer. The pigment content of both pastes shall consist of basic lead carbonate, 50% Dutch process and 50% Carter process.

2. For the manufacture of white lead-in-oil Buyer shall supply the required quantity of the materials listed below delivered freight prepaid to Seller's plants:

a. Pig Lead, Corroding grade.

b. Raw Linseed Oil, for the refining of which a charge of 1¢ per pound net shall be made by Seller.

c. Turpentine. To be supplied at Buyer's option. If not so supplied, it shall be furnished by Seller and the quantity used in the white lead-in-oil shipped each month shall be separately invoiced at the end of each month at the Seller's net cost for the month of shipment.

d. Packages. For shipment of all white lead-in-oil covered by this contract.

3. Seller agrees to convert the pig lead supplied by Buyer into basic lead carbonate by the Dutch and the Carter processes of corrosion, furnishing 120 pounds of lead carbonate for each 100 pounds of pig lead so supplied. At the end of each month Seller shall invoice Buyer at the rate of $1.05 for each 100 pounds of lead carbonate shipped during that month from Seller's plants at Brooklyn, N. Y., and West Pullman, Ill., and at the rate of $1.30 for each 100 pounds of lead carbonate shipped during that month from Seller's plant at Melrose, Calif. The lead carbonate content shall be considered as 91% of the net weight of heavy paste, and 89% of soft paste.

2514 4. Seller shall mix and grind the white lead, linseed oil and turpentine in accordance with Buyer's specifications and shall pack and store the white lead-in-oil for shipment as directed by Buyer. For these services Seller shall charge Buyer at the following rates, invoices to be rendered as of the date of actual shipment:

For every 100# of white lead-in-oil packed in	600	lb. packages	$ .178
	500	" "	.178
	250	" "	.195
	100	" "	.23
	50	" "	.30
	25	" "	.40
	12½	" "	.575
	5	" "	2.58
	1	" "	4.60

F. O. B. Seller's manufacturing plants at Brooklyn, N. Y., West Pullman, Ill., or Melrose, Calif., as ordered by Buyer, freight and/or cartage to be paid by Buyer.

5. Payment of all charges against Buyer hereunder shall be made on or before the 10th day of the calendar month next following that in which Seller's invoices are rendered.

6. Fires, strikes, accidents and other causes beyond the control of either party, while operative, shall relieve the party affected thereby from buying or selling hereunder, and corresponding quantities may be cancelled at the option of either upon written notice to the other.

Each delivery shall stand and be treated as a separate sale and if payment is not made in accordance with the terms of this contract, Seller to have the option to cancel the undelivered portion thereof.

The Seller may add to the price or prices stated herein any increase in Seller's cost of the commodities sold hereunder (including increased cost of materials used in the manufacture thereof) caused by (a) taxes or other charges imposed by governmental authority upon the production, sale or transportation of said commodities or materials, (b) compliance with agreements, codes or licenses made or issued pursuant to Federal or State legislation. If Buyer is unwilling to accept any such increase as computed by Seller, Buyer shall have the right to terminate this contract by giving Seller written notice within ten days after receipt of Seller's notice of increase in price.

National Lead Company,
By Harold Rowe,
Asst. to Pres.
Date Feb. 3, 1938.

E. I. du Pont de Nemours & Company, Inc.,
By E. H. Hawkins,
Pur. Agt.
Date Feb. 3, 1938.

2515 (Original Letter With Basic Lead Carbonate, Dry and Basic Lead Carbonate, Grinders'.)

National Lead Company
111 Broadway
New York

Harold Rowe
Vice President

January 31, 1940.

E. I. duPont de Nemours & Co., Inc.
Wilmington, Delaware

Attention of Mr. E. B. Melson, Div. Pur. Agt.

Gentlemen:

On February 3, 1938, contracts were executed by your company and ours under which we have been supplying, since that date, your requirements of Basic Lead Carbonate—Dry, Basic Lead Carbonate—Grinders', and White Lead-in-Oil. These agreements expire on February 2, 1940.

As stated to you in our recent conversation, we shall be pleased to renew the contracts for the period beginning February 3, 1940 and ending February 28, 1942. It is our understanding that this is your desire.

If agreeable to you we shall consider acknowledgment and acceptance of this letter as evidence that the contracts shall continue in effect until February 28, 1942, all other terms and conditions remaining unchanged.

We wish to take this opportunity to express our appreciation of the privilege of serving your company. Please be assured that a relationship covering a period of so many years which has built up such a feeling of confidence and friendship is highly valued by us.

Yours very truly,

National Lead Company,
(s) Harold Rowe,
Vice President.

E. I. duPont de Nemours & Co.,
E. H. Hawkins,
Purchasing Agent.

J.P.E.
2/1/40

2516 National Lead Company
111 Broadway
New York

Harold Rowe
Vice President

June 26, 1942.

Mr. E. B. Melson, Div. Pur. Agt.
E. I. du Pont de Nemours & Co., Inc.
Wilmington, Delaware.

Dear Mr. Melson—

This is to confirm the agreement arrived at in our conference yesterday with Mr. Richter and Mr. Elliott with reference to the contracts under which National Lead Company has been furnishing E. I. du Pont de Nemours & Co., Inc., their requirements of white lead products since February 3, 1938. It is our understanding that those contracts are now to continue in force up to and including June 30, 1944, the terms and conditions to remain as originally written with the exception of certain minor changes noted below.

Contract Covering White Lead-in-Oil in Kegs.

The following paragraphs shall be substituted for those bearing corresponding numbers in the original contract.

1. The white lead-in-oil furnished under this contract shall be the type known as Heavy Paste or that known as Soft Paste, as ordered by Buyer. The pigment content of both pastes shall consist of basic lead carbonate of the same quality as Seller furnishes to its own trade.

2-c. Turpentine or Mineral Spirits, as specified by Buyer. To be supplied at Buyer's option. If not so supplied, it shall be furnished by Seller and the quantity used in the white lead-in-oil shipped each month shall be separately invoiced at the end of each month at the Seller's net cost for the month of shipment.

4. Seller shall mix and grind the white lead, linseed oil and turpentine (or mineral spirits) in accordance with Buyer's specifications, and shall pack and store the white lead-in-oil for shipment as directed by Buyer. For
2517 these services Seller shall charge Buyer at the following rates:

June 26, 1942

Mr. E. B. Malson, Div. Pur. Agt.
E. I. du Pont de Nemours & Co., Inc.,
Wilmington, Delaware.

For every 100# of white lead-in-oil packed in

600	lb. packages	$ .178
500	" "	.178
250	" "	.195
100	" "	.23
50	" "	.30
25	" "	.40
12½	" "	.575
5	" "	2.58
1	" "	4.60

F. O. B. Seller's manufacturing plants at Brooklyn, N. Y., West Pullman, Ill., or Melrose, Calif., as ordered by Buyer, freight and/or cartage to be paid by Buyer.

Memorandum invoices shall be rendered as of the date of shipment, and one bill with extensions at the end of each month covering all deliveries made during that month.

5. Payment of all charges against Buyer hereunder shall be made on or before the 15th day of the calendar month next following that for which Seller's invoices are rendered.

6. Fires, strikes, accidents and other causes beyond the control of either party, while operative, shall relieve the party affected thereby from buying or selling hereunder, and corresponding quantities may be cancelled at the option of either upon written notice to the other.

Each delivery shall stand and be treated as a separate sale and if payment is not made in accordance with the terms of this contract, Seller to have the option to cancel the undelivered portion thereof. The Buyer shall reimburse the Seller for all taxes, excises or other charges which the Seller may be required to pay to any Government (national, state or municipal) upon the sale, production or transportation of the commodities sold hereunder.

Contract Covering Dry White Lead and Grinders' Lead.

The only change is revising Section 5 to read the same as Section 6 in the "White Lead-in-Oil in Kegs" contract mentioned above.

Local deliveries of DuPont white lead-in-oil from our Brooklyn Plant are frequently made by our trucks. It has been our practice to charge cartage on the gross weight at

12¢ per pound for Greater New York and 13¢ per pound for Newark. In order to cut down clerical work in your
2518 office and ours we suggest that from July 1st the rate on all such deliveries be 13¢ per pound on the net weight. That will do away with the necessity of showing gross weights on our monthly invoice and your having to check them.

We trust that all the above is in accordance with your understanding. If so will you kindly approve one of the two copies and return it for our file. The changes will then be put into effect on July 1, 1942. We look forward to a continuation of the association which has been such a pleasant one for us during the past many years.

Yours very truly,
Harold Rowe,
Vice President.

E. I. Du Pont de Nemours & Company,
Theo. Mottig,
Director of Purchases.
EBM 7/8/42
HR:EH
JPE 7/6/42

2519 National Lead Company
111 Broadway
New York
Zone 6

Harold Rowe
Vice President

June 26, 1944.

Mr. E. B. Melson, Div. Pur. Agt.
E. I. du Pont de Nemours & Co., Inc.
Wilmington 98, Delaware.

Dear Mr. Melson—

Referring to our conversation at your office on June 23rd regarding the contract between E. I. duPont deNemours & Company, Inc., and National Lead Company, covering your requirements of white lead products, this letter is to confirm our offer to continue for the twelve months' period beginning July 1, 1944, and ending June 30, 1945, the agreement which has been in effect for the past two years as outlined in our letter to you of June 26, 1942, and accepted

in your reply of July 8, 1942. We understand that it is satisfactory to your company to make the extension in this manner without the necessity of writing a new contract. If such is the case will you kindly let us have your acknowledgment.

We are pleased to have the opportunity to furnish your white lead for the coming year and regret that under present conditions we are unable to commit ourselves beyond that time. Assuring you of our appreciation of your many courtesies,

Yours very truly,

Harold Rowe.

E. I. du Pont de Nemours & Company,
E. H. Hawkins,
Purchasing Agent.

HR: EH
Accepted 6/29/44
JOE 6/25/44 AKB 6/28/44

2520 National Lead Company.
111 Broadway.
New York, Zone 6.

May 4, 1945.

Harold Rowe, Vice-President.

Mr. E. B. Melson, Div. Pur. Agt.,
E. I. du Pont de Nemours & Co., Inc.,
Wilmington 98, Delaware.

Dear Mr. Melson—

On June 26, 1942, we wrote you outlining the terms of the contracts under which it would be agreeable for National Lead Company to furnish E. I. du Pont de Nemours & Company, Inc., with its requirements of white lead products, such contracts to continue in force up to June 30, 1944. Your acceptance was sent to us under date of July 8, 1942. This arrangement was extended for the current twelve months' period ending June 30, 1945, as per our letter of June 26, 1944, and yours of the 29, 1944.

This will confirm our telephone conversation this morning in which we offered to continue the present contracts for the year beginning July 1, 1945, and ending June 30, 1946. If that is in accordance with your wishes will you

kindly approve and return to us the duplicate copy of this letter which is attached.

Assuring you of our appreciation of the opportunity to supply your requirements,

Yours very truly,
Harold Rowe.

Accepted 5-9-45.
E. I. du Pont de Nemours & Company,
E. H. Hawkins,
Director of Purchases.
HR:EH
J.P.E. 5/9/45

2321 January 6, 1938.

White Lead Contracts.
National Lead Company.

Introduction:

Late in the Summer of 1937, it was agreed between Mr. Richter and representatives of the National Lead Company that new contracts for basic carbonate white lead, dry and in oil, would be written which would increase payments to National over those which would have been made under the 1924 contract by not more than $25,000 per year on the basis of materials equivalent to 2500 tons of dry basic carbonate being taken.

National proposed two contracts—one in which dry lead and the dry lead content of grinders' lead in oil would be billed at the card price; the other in which keg lead for sales would be furnished on a straight conversion contract involving a corroding charge of $1.34 per hundred pounds of dry carbonate as against $0.885 under the 1924 contract and an increase of 15 per cent in the differentials for milling, packaging and warehousing.

Execution of the new contracts has been delayed by prolonged discussions as to a practicable method of guaranteeing the $25,000 limitation.

The purpose of this memorandum is to indicate the effect the proposed contracts would have on our cost as compared with what would have resulted under the 1924 contract.

Conclusions:

1. If, as was intended for comparison, it is assumed

that takings of the three types of product under the proposed contracts will be distributed in the same proportions as were the 2367 tons of dry carbonate taken in 1936, corresponding cost increases per year would be as follows:

	Based on 1936 prices		Based on 1937 prices	
	2367 Tons	2500 Tons	2367 Tons	2500 Tons
Dry carbonate	$10,250	$10,826	$ 9,379	$ 9,906
Grinders lead in oil	10,239	10,814	9,022	9,529
Keg lead (paste)	13,799	14,574	13,799	14.574
Total	$34,288	$36,214	$32,200	$34,009

Supporting data and calculations are shown on the following attachments to this memorandum:

Detail I—Synopsis of Proposed Contracts.

Detail II—Distribution of Takings by Types of Product.

2522 Detail III-A—Calculation of Cost Increases Based on 1936 Prices.

B—Calculation of Cost Increases Based on 1937 Prices.

Detail IV—1936 Average Prices—Pig Lead, Dry Carbonate C/L Card Prices and Differential.

Detail V—1937 Average Prices—Pig Lead, Dry Carbonate C/L Card Prices and Differential.

2. If it is assumed that the differential between the prices per hundred pounds for common pig lead and basic carbonate white lead will be the same during the period of these contracts as existed in 1936 and the proposed 15 per cent increase in the differentials for milling, packaging and warehousing is granted, the corroding charge in the proposed conversion contract for keg lead should be no more than $0.96 per hundred pounds of dry carbonate content. Based on the 1937 differential, the corroding charge should be no more than $1.03 per hundred pounds of dry carbonate content of keg lead. Calculations showing how these figures were arrived at are set out in Detail VI attached.

3. Assuming 2500 tons as the total dry carbonate to be taken and that this is distributed among the three classes of product in the same proportions as the actual takings of 2367 tons were distributed in 1936, the increased cost under the proposed contracts over that which would have

resulted under the 1924 contract can be quickly calculated from any assumed prices for pig lead and dry carbonate by the formulae given here:

Let A=C/L card price of dry basic carbonate per one hundred pounds

B=price of corroding quality pig lead per one hundred pounds

C=price of common pig lead per one hundred pounds

Then,

Starting with the price of dry carbonate and the price of common pig lead, the total cost increase in dollars will be

$$IC=20620A-17183C-17503$$

Starting with the price of dry carbonate and the price of corroding quality pig lead, the total cost increase in dollars will be

$$IB=20620A-17183B-15785$$

2523 Derivations of the foregoing formulae are indicated in Detail VII attached.

4. If it is desi d to determine what the total dollar increase will be under the proposed contracts as against the 1924 contract for any assumed prices for the dry carbonate and for common or corroding quality pig lead, the cost increase per one hundred pounds or per ton of the dry carbonate content of each of the three types of product involved can first be determined from the formulae given herein. The unit increases so determined may then be weighted by multiplying the unit increase in each case by the ratio that the carbonate content of the type under consideration is to the total equivalent carbonate which it is assumed will be taken and then adding these three results to obtain the unit increase per one hundred pounds or per ton, as the case may be, by which the total equivalent dry carbonate can then be multiplied to obtain the total dollar increase under the assumed conditions.

The formulae for the increase in unit price for each of the types are as follows:

Let A=C/L card price of dry basic carbonate per one hundred pounds.

B=price of corroding quality pig lead per one hundred pounds.

C=price of common pig lead per one hundred pounds

Then,

$$B=C+0.10$$

and the unit increases are

a. Dry Carbonate

Per 100 pounds dry carbonate	= A—0.833C—1.348
Per ton dry carbonate	=20A—16.67C—26.96

b. Grinders Lead in Oil

Per 100 pounds dry carbonate	= A—0.833C—1.701
Per ton dry carbonate	=20A—16.67C—34.02

c. Keg Lead (Paste)

Per 100 pounds dry carbonate	= 0.496
Per ton dry carbonate	= 9.920

Derivations of these formulae are shown in detail VIII attached.

2524 5. The following additional conclusions may be drawn:

a. For each change of $0.25 in the price per 100 lbs. of dry carbonate, the cost increase varies directly by $5155;

b. For each change of $0.25 in the price per 100 lbs. of pig lead, the cost increase varies inversely by $4295.

c. For the 1936 distribution between types of product and accepting the proposed 15 per cent increase in milling, packaging and warehousing charges, the permissible corroding charge to limit the increased expense under the proposed contracts to any predetermined amount above the 1924 contract is given by:

$$K=1.936+0.0000341+0.585C-0.702A$$

where,

K=permissible corroding charge

I=the permissible total cost increase (heretofore agreed on as $25,000)

A=C/L card price of dry basic carbonate per 100 lbs.

C=price of common pig lead per 100 lbs.

and when the increase is definitely limited to $25,000, this formula becomes

$$K=2.786+0.585C-0.702A$$

Detail IX attached shows, by examples, application of the formulae heretofore developed and the method of arriving at conclusions herein stated.

W. F. Malloch.

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Detail I

White Lead Contracts—National Lead Company
Synopsis of Proposed Contracts

1. Dry carbonite—Card price f. o. b. National's nearest manufacturing plant; freight allowed to destination, except for South San Francisco a differential of ¼ cent per pound will be added. Barrels included in card price.

2. Grinders lead in oil—Dry carbonate content to be at card price less a package allowance for standard dry lead barrel. Linseed oil and packages to be furnished by du Pont f. o. b. National's plant. Freight allowed to destination on grinders lead in oil.

3. Keg lead (paste)—Dry carbonate content to be 50% Dutch process and 50% Carter process.

Heavy paste—91% total carbonate.

Soft paste—89% total carbonate.

Du Pont to furnish pig lead, linseed oil, turpentine and packages. Carbonate to be supplied at rate of 120 lbs. for each 100 lbs. of pig lead.

Corrosion charge for 100 lbs. of dry carbonate to be $1.34. Milling, packaging an warehousing charges are 15% higher than in previous contract.

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DETAIL II

WHITE LEAD CONTRACTS—NATIONAL LEAD COMPANY

DISTRIBUTION OF TAKINGS

Product	1936						12 months ending Oct. 31, 1937—		
	National			Du Pont			Du Pont		
	Gross	Net Carbonate		Gross	Net Carbonate		Gross	Net Carbonate	
	Tons	Tons	%	Tons	Tons	%	Tons	Tons	%
Dry carbonate.....	408	408	17.84	408.5	408.5	17.14	411.6	411.6	18.39
Grinders lead in oil.	668	568	24.00	669.8	568.9	23.87	569.5	481.1	21.49
Keg lead (Paste)...	1557	1391	58.76	1555.4	1405.7	58.99	1499.8	1345.9	60.12
Totals.....		2367	100.00		2383.1	100.00		2238.6	100.00

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DETAIL III

WHITE LEAD CONTRACTS—NATIONAL LEAD COMPANY
CALCULATION OF COST INCREASES

A.—Using 1936 average prices for pig lead and for the card price of dry carbonate.		
1. Dry Carbonate:		
a. Proposed basis—408 tons dry carbonate @ $6.53 per 100 lbs. (C/L card price)		$53,285
b. Previous basis		
Lead—340 tons corroding quality lead @ $4.81 per 100 lbs.	$32,708	
Corroding charge—340 tons pig lead @ $21.25 per ton	7,225	
Milling, packaging, and warehousing—408 tons dry carbonate @ $0.04 per 100 lbs.	326	
Packages—408 tons dry carbonate @ $0.1712 per 100 lbs.	1,397	
Freight—408 tons dry carbonate @ $0.169 per 100 lbs. (rate includes tare)	1,379	
Total of items involved	$43,035	43,035
c. Indicated increased cost		$10,250
2. Grinders Lead in Oil:		
a. Proposed basis:		
Dry carbonate—568 tons @ $6.53 per 100 lbs.		$74,181
Less barrel cost—568 tons dry carbonate @ $0.1712 per 100 lbs.		1,945
		$72,236
b. Previous basis:		
Lead—Corroding quality, per 100 lbs.	$ 4.81	
Corroding charge, per 100 lbs.	1.0625	
Total per 100 lbs. pig lead	$ 5.8725	
Per 100 lbs. carbonate	$ 4.893	
Dry carbonate—568 tons @ $4.893 per 100 lbs.	55,584	

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Milling, packaging, and warehousing—668 tons lead in oil @ $0.155 per 100 lbs.	2,071	
Freight—668 tons lead in oil @ $0.325 per 100 lbs. (rate includes tare and return freight on empties)	4,342	
Total of items involved	$61,997	61,997
c. Indicated increased cost		$10,239
3. Keg Lead (Paste):		
a. Proposed basis:		
Corroding charge—1391 tons carbonate @ $1.34 per 100 lbs.		$37,279
Milling, packaging, and warehousing—1557 tons keg lead @ $0.2837 per 100 lbs. (15% increase over previous)		8,834
Total of items involved		$46,113

b. Previous basis:		
Corroding charge—1391 tons carbonate @ $0.8854 per 100 lbs.	$24,632	
Milling, packaging, and warehousing—1557 tons keg lead @ $0.2467 per 100 lbs.	7,682	
Total of items involved	$32,314	32,314
c. Indicated increased cost		$13,799
4. Summary of increased costs:		
Dry carbonate	$10,250	
Grinders lead in oil	10,239	
Keg lead (paste)	13,799	
Total	$34,288	

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B.—Using 1937 average prices for pig lead and for the card price of dry carbonate.

1. Dry Carbonate:		
a. Proposed basis—408 tons dry carbonate @ $7.54 per 100 lbs. (C/L card price)		$61,526
b. Previous basis:		
Lead—340 tons corroding quality lead @ $6.15 per 100 lbs.	$41,820	
Corroding charge—340 tons pig lead @ $21.25 per ton	7,225	
Milling, packaging, and warehousing—408 tons dry carbonate @ $0.04 per 100 lbs.	326	
Packages—408 tons dry carbonate @ $0.1712 per 100 lbs.	1,397	
Freight—408 tons dry carbonate @ $0.169 per 100 lbs. (rate includes tare)	1,379	
Total of items involved	$52,147	52,147
c. Indicated increased cost		$ 9,379
2. Grinders Lead in Oil:		
a. Proposed basis:		
Dry carbonate—568 tons @ $7.54 per 100 lbs.		$85,654
Less barrel cost—568 tons dry carbonate @ $0.1712 per 100 lbs.		1,945
		$83,709
b. Previous basis:		
Lead—Corroding quality, per 100 lbs.	$ 6.15	
Corroding charge, per 100 lbs.	1.0625	
Total per 100 lbs. pig lead	$ 7.2125	
Per 100 lbs. carbonate	$ 6.01	
Dry carbonate—568 tons @ $6.01 per 100 lbs.	$68,274	

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Milling, packaging, and warehousing—668 tons lead in oil @ $0.155 per 100 lbs.	2,071	
Freight—668 tons lead in oil @ $0.325 per 100 lbs. (rate includes tare and return freight on empties)	4,342	
Total of items involved	$74,687	74,687
c. Indicated increased cost		$ 9,022

3. Keg Lead (Paste):
   Since relative market prices of pig lead and carbonate, do not affect comparison of costs under previous and proposed contracts, the indicated increase for keg lead remains at $13,799
4. Summary of increased costs:

Dry carbonate	$ 9,379
Grinders lead in oil	9,022
Keg lead (paste)	13,799
Total	$32,200

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DETAIL IV

WHITE LEAD CONTRACTS—NATIONAL LEAD COMPANY

1936 AVERAGE PRICES

PIG LEAD, DRY CARBONATE C/L CARD PRICE AND DIFFERENTIAL

Inclusive Dates 1936		Unit Price Common Pig Lead Per 100 lbs.	Dry Carbonate Per 100 lbs.— C/L	Differential
From	To			
Jan. 1	Feb. 25	$4.50	$6.50	$2.00
Feb. 26		4.55		1.95
Feb. 27	Oct. 26	4.60		1.90
Oct. 27		4.70		1.80
Oct. 28	Nov. 3	4.80		1.70
Nov. 4		4.90		1.60
Nov. 5	Nov. 9	5.00		1.50
Nov. 10	Nov. 15	5.10		1.40
Nov. 16	Nov. 19	5.20		1.30
Nov. 20	Dec. 10		6.75	1.55
Dec. 11	Dec. 13	5.30		1.45
Dec. 14		5.40		1.35
Dec. 15	Dec. 20	5.50		1.25
Dec. 21	Dec. 31	6.00		0.75
Averages		$4.71	$6.53	$1.82
Add corroding quality differential		0.10		
Average price corroding pig lead		$4.81		

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DETAIL V

WHITE LEAD CONTRACTS—NATIONAL LEAD COMPANY

1937 AVERAGE PRICES

PIG LEAD, DRY CARBONATE C/L CARD PRICE AND DIFFERENTIAL

Inclusive Dates 1937		Unit Price Common Pig Lead Per 100 lbs.	Dry Carbonate Per 100 lbs.— C/L	Differential
From	To			
Jan. 1	Feb. 17	$6.00	$7.25	$1.25
Feb. 18		6.25		1.00
Feb. 19	Feb. 22	6.50		0.75
Feb. 23	Feb. 24		7.75	1.25
Feb. 25	Mar. 7	7.00	8.25	1.25
Mar. 8		7.25		1.00
Mar. 9		7.50		0.75
Mar. 10	Mar. 15	7.75	9.00	1.25
Mar. 16		7.50		1.50
Mar. 17	Mar. 18	7.25		1.75
Mar. 19	Mar. 22	7.00		2.00
Mar. 23	Apr. 1	6.95		2.05
Apr. 2	Apr. 6	6.90		2.10
Apr. 7		6.00		3.00
Apr. 8	Aug. 3		7.25	1.25
Aug. 4		6.25		1.00
Aug. 5	Aug. 30	6.50		0.75
Aug. 31	Sept. 23		8.00	1.50
Sept. 24	Sept. 26	6.25		1.75
Sept. 27	Oct. 14	6.00		2.00
Oct. 15	Oct. 17	5.75		2.25
Oct. 18		5.50		2.50
Oct. 19	Nov. 2		7.50	2.00
Nov. 3		5.25		2.25
Nov. 4	Nov. 29	5.00		2.50
Nov. 30	Dec. 15		6.75	1.75
Dec. 16	Dec. 21	4.75		2.00
Averages		$6.05	$7.54	$1.49
Add corroding quality differential		0.10		
Average price corroding pig lead		$6.15		

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DETAIL VI

WHITE LEAD CONTRACTS—NATIONAL LEAD COMPANY

PERMISSIBLE INCREASE IN CORRODING CHARGE TO LIMIT COST INCREASE TO $25,000

In these calculations, it is assumed that the costs for dry carbonate as such and for grinders lead in oil will be as covered by the latest contract proposal for these items and that, in the conversion contract for keg lead, the differentials for milling, packaging and warehousing will be as covered by the latest proposal for that product; i. e., 15 per cent greater than in the 1924 contract.

Starting with the permissible increase of $25,000 and deducting the indicated increases for dry carbonate, grinders lead in oil and the milling, packaging and warehousing, the balance is the amount remaining which can be applied to the corroding charge in the conversion contract.

All figures have been computed on the basis of 2500 tons of dry carbonate per year.

	Based on 1936 prices		Based on 1937 prices	
Permissible increase		$25,000		$25,000
Deduct:				
Dry carbonate increase	$10,826		$ 9,906	
Grinders lead in oil increase	10,814		9,529	
Keg lead increase, excluding corroding charge	1,217		1,217	
Totals, these increases	$22,867	22,867	$20,652	20,652
Balance of permissible increase available for increased corroding cost for 1469 tons carbonate content of keg lead		$ 2,133		$ 4,348
Corroding cost, previous basis		26,016		26,016
Total available for corroding 1469 tons of dry carbonate required for keg lead		$28,149		$30,364
Corroding charge per 100 lbs, available if increased cost of all lead is limited to $25,000 based on 2500 tons of dry carbonate per year				
$\frac{\$28,149}{20 \times 1469} =$		$ 0.96		
$\frac{\$30,364}{20 \times 1469} =$				$ 1.03
Corroding charge proposed by National Lead Co. per 100 lbs. dry carbonate in keg lead		$ 1.34		$ 1.34

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DETAIL VII

WHITE LEAD CONTRACTS—NATIONAL LEAD COMPANY

DERIVATION OF FORMULAE FOR DETERMINING INCREASED COSTS UNDER PROPOSED CONTRACTS vs. 1924 CONTRACT

These formulae are based on total takings of the three types of product being equivalent to 2500 tons of dry basic carbonate and the total quantity being distributed among the three types of product in the same proportions as during the calendar year 1936.

The constants used to cover charges for corroding, milling, packaging, warehousing, packages and freight are those indicated in Detail II, A and B, adjusted to the basis of 2500 tons total.

In these derivations, let

A = C/L card price of dry basic carbonate, per 100 lbs.

B = Price of corroding quality pig lead, per 100 lbs.

C = Price of common pig lead, per 100 lbs.

from which,

$$B = C + 0.10$$

Distribution of quantities involved is as follows:

	1936 Actual			
Commodity.	Commodity, Tons	Equivalent Dry Carbonate Tons	%	2500 Tons of Equivalent Dry Carbonate
Dry carbonate	408	408	17.24	431
Grinders lead in oil.....	668	568	24.00	600
Keg lead (paste).....	1469	1391	58.76	1469
	2545	2367	100.00	2500

A.—Formula for working directly from prices of common pig lead and dry carbonate.

1. Dry Carbonate:

a. Proposed basis—$431 \times 20 \times A = 8620\,A$

b. Previous basis

Lead content — $\dfrac{431 \times 20 \times (C + 0.10)}{1.2} = 7183C + 718$

Corroding	7225
Milling, packaging and warehousing	326
Packages	1397
Freight	1379
Total processing, etc.	10327

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Pro-rating to 2500 tons = $\dfrac{2500 \times 10327}{2367} = 10{,}907$

Total all items affected = $7183C + 11{,}625$

c. Increase = $8620A - 7183C - 11625$

2. Grinders Lead in Oil:

a. Proposed basis

Dry carbonate	$600 \times 20 \times A$ =	$12000\,A$
Less barrel cost	$\dfrac{2500 \times 1945}{2367}$ =	2054
Net of these items	=	$12000\,A + 2054$

b. Proposed basis

Lead—Corroding quality, per 100 lbs. = B = C + 0.10
Corroding charge, per 100 lbs. = 1.0625

Total per 100 lbs. of pig lead = C + 1.1625
Per 100 lbs. of carbonate—

$$\frac{C + 1.1625}{1.2} = 0.8333C + 0.9688$$

Dry carbonate—
600 x 20 x (0.8333 C + 0.9688) = 10000C + 11,625
Milling, packaging and warehousing 2071
Freight 4342

Total processing, etc. 6413

$$\text{Pro-rating to 2500 tons} = \frac{2500 \times 6413}{2367} = 6733$$

Total all items affected = 10000C + 18398

c. Increase = 12000A — 10000C — 20452

3. Keg Lead (Paste):

Increase for 2367 tons (Detail III) = 13799

$$\text{Pro-rating to 2500 tons} = \frac{2500 \times 13799}{2367} = 14574$$

4. Total Increase:

Dry carbonate	=	8620 A — 7183C — 11625
Grinders lead in oil	=	12000 A — 10000C — 20452
Keg lead (paste)	=	+ 14574
Total increase	=	20620 A — 17183C — 17503

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B.—Formula for working directly from prices of corroding quality pig lead and dry carbonate.

1. Dry Carbonate:

a. Proposed basis— 431 x 20 x A = 8620 A

b. Previous basis

Lead content—

$$\frac{431 \times 20 \times B}{1.2} = 7183\ B$$

Total processing, etc., pro-rated to 2500 tons as in A-1-6, above = 10907

Total all items affected = 7183 B + 10,907

c. Increase = 8620 A — 7183B — 10907

2. Grinders Lead in Oil;

a. Proposed basis

Dry carbonate— 600 x 20 x A = 12000 A
Less barrel cost as in A-2-a, above = 2054

Net of these items = 12000 A — 2054

b. Previous basis

Lead—Corroding quality, per 100 lbs. = B
Corroding charge, per 100 lbs. = 1.0625

Total per 100 lbs. of pig lead = B + 1.0625
Per 100 lbs. of carbonate—

$$\frac{B + 1.0625}{1.2} = 0.8333B + 0.8521$$

Dry carbonate—
600 x 20 x (0.8333B + 0.8521) = 10000B + 10625
Total processing, etc., pro-rated to 2500 tons as in A-2-b, above = 6773
Total all items affected = 10000B + 17398

c. Increase = 12000A — 10000B — 19452

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3. Keg Lead (Paste):
Increase pro-rated to 2500 tons as in 3 above = 14574

4. Total increase:

Dry carbonate	= 8620 A — 7183 B —	10007
Grinders lead in oil	= 12000 A — 10000 B —	19452
Keg lead (paste)	=	+ 14574
Total increase	= 20620 A — 17183 B —	15785

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DETAIL VIII

WHITE LEAD CONTRACTS—NATIONAL LEAD COMPANY

DERIVATION OF FORMULAE FOR INCREASED UNIT COSTS UNDER PROPOSED CONTRACTS vs. 1924 CONTRACT

Let A = C/L card price of dry basic carbonate, per 100 lbs.
B = Price of corroding quality pig lead, per 100 lbs.
C = Price of common pig lead, per 100 lbs.
from which,

$$B = C + 0.10 \quad \text{or} \quad C = B - 0.10$$

1. Dry Carbonate:
a. Proposed basis—
b. Previous basis
Lead— $\frac{B}{1.2}$ = 0.8333B
Total processing, etc.— $\frac{10{,}907}{431 \times 20}$ = 1.265
Total all items affected = 0.8333 B + 1.265
c. Increase, per 100 lbs. carbonate = A — 0.8333B — 1.265

2. Grinders Lead in Oil:
a. Proposed basis
Dry carbonate = A
Less barrel cost = $\frac{2054}{600 \times 20}$ = 0.171
Net of these items = A — 0.171

b. Previous basis

Lead—	=	B
Corroding charge	=	1.0625
Total per 100 lbs. of corroding lead	=	B + 1.0625
Per 100 lbs. of carbonate—		
$\frac{B + 1.0625}{1.2}$	=	0.8333 B + 0.8521
Total processing, etc.—		
$\frac{6773}{600 \times 20}$	=	0.5644
Total all items affected	=	0.8333 B + 1.417
c. Increase, per 100 lbs. carbonate	=	A — 0.8333 B — 1.618

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3. Keg Lead (Paste):

Increase, per 100 lbs. carbonate = $\frac{14574}{1469 \times 20}$ = 0.496

4. Summary of Increases:

a. Using corroding quality pig lead price

(1) Per 100 lbs. dry carbonate

Dry carbonate	=	A — 0.8333 B — 1.265
Grinders lead in oil	=	A — 0.8333 B — 1.618
Keg lead (paste)	=	0.496

(2) Per Ton dry carbonate

Dry carbonate	=	20 A — 16.67 B — 25.30
Grinders lead in oil	=	20 A — 16.67 B — 32.36
Keg lead (paste)	=	9.92

b. Using common pig lead price (from a, above, and B = C + 0.10)

(1) Per 100 lbs. dry carbonate

Dry carbonate	=	A — 0.833 C — 1.348
Grinders lead in oil	=	A — 0.833 C — 1.701
Keg lead (paste)	=	0.496

(2) Per Ton dry carbonate

Dry carbonate	=	20 A — 16.67 C — 26.96
Grinders lead in oil	=	20 A — 16.67 C — 34.02
Keg lead (paste)	=	9.92

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DETAIL IX

WHITE LEAD CONTRACTS—NATIONAL LEAD COMPANY

EXAMPLES OF APPLICATION OF THE FORMULAE

Example I—Effect of a change of $0.25 per 100 lbs. in the differential on the increased cost under the proposed contracts.

Increase, I = 20,620A — 17183C — 17503 (see Detail VIII—A-4).

			1.	2.	3.	4.
Dry carbonate	A	=	7.54	7.54	7.29	7.64
Corroding Pig Lead	B	=	6.15	5.90	6.15	6.00
Common Pig Lead	C	=	6.05	5.80	6.05	5.90
Differential	A-C	=	1.49	1.74	1.24	1.74
20620 A		=	$155,475	$155,475	$150,320	$157,537
17183 C		=	103,957	99,661	103,957	101,380
			17,503	17,503	17,503	17,503
17183 C + 17503		=	$121,460	$117,164	$121,460	$118,885
Cost Increase		I =	$ 34,015	$ 38,311	$ 23,860	$ 38,654

Note that,

1. For each change of $0.25 in the price per 100 lbs. of dry carbonate, the cost increase varies directly by $5155;
2. For each change of $0.25 in the price per 100 lbs. of pig lead, the cost increase varies inversely by $4295.

Example II—Determination of the permissible corroding charge per 100 lbs. of dry carbonate in keg lead (paste) in the proposed contracts to arrive at any predetermined cost increase of the total takings under the proposed contracts over which the total cost would have been under the 1924 contract.

Cost Increase = 20,020A — 17183C — 17503 (See Detail VII—A-4).

By referring to the derivation of this formula in Detail VII—A-4, it will be seen that the only element which is affected by a change in the corroding charge for the keg lead portion is the constant 17503.

It will be noted that this constant is the algebraic sum of three constants, as follows:

Dry carbonate	— 11625
Grinders lead in oil	— 20452
Keg lead (paste)	+ 14574
Total	— 17503

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and that any change in the numerical value of the constant for the keg lead portion changes the numerical value of the total constant inversely by the same amount

The constant for the keg lead portion (from Detail II—3-B, pro-rated up to the 2500-ton basis) is made up as follows:

Corroding—	2500 (37,279 — 24,632) / 2367	= 13,357
Milling, packaging, and warehousing—	2500 (8,834 — 7,682) / 2367	= 1,217
	Total	= 14,574

The corroding portion is,

$$= \frac{2500\ (1391 \times 20 \times K)}{2367} - \frac{2500 \times 24632}{2367}$$

$$= (1469 \times 20 \times K) - 26016$$

$$= 29380\ K - 26016$$

then, the total constant = 29380 K — 24799

where, K = the corroding charge per 100 lbs. of carbonate in keg lead in the proposed contracts.

The cost increase under the proposed contracts over the cost under the 1924 contract then becomes

$$I = 20620A - 17183C - 11625 - 20452 + 29380K - 247$$

$$29380K = I - 20620A + 17183C + 56876$$

Then, corroding charge,

$$K = 0.000034I - 0.702A + 0.585C + 1.936$$

$$= 1.936 + 0.000034I + 0.585C - 0.702A$$

		1	2	3	4
Dry carbonate	A =	7.54	7.54	7.29	7.64
Common pig lead	C =	6.05	5.80	6.05	5.90
Differential	A-C =	1.49	1.74	1.24	1.74
If I = $25,000,		$ 1.936	$ 1.936	$ 1.936	$ 1.936
0.000034I		.850	.850	.850	.850
0.585C		3.539	3.393	3.539	3.452
Total		$ 6.325	$ 6.179	$ 6.325	$ 6.238
0.702A		5.293	5.293	5.118	5.363
Permissible corroding charge per 100 lbs. dry carbonate	K =	$ 1.032	$ 0.886	$ 1.207	$ 0.875

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		5	6	7	8
Dry carbonate,	A =	6.53	6.53	6.28	6.63
Common pig lead,	C =	4.71	4.46	4.71	4.56
Differential,	A-C =	1.82	2.07	1.57	2.07
If I = $25,000		$ 1.936	$ 1.936	$ 1.936	$ 1.936
0.000034I	=	.850	.850	.850	.850
0.585C	=	2.755	2.609	2.755	2.668
Total		$ 5.541	$ 5.395	$ 5.541	$ 5,454
0.702A	=	4.584	4.584	4.409	4.654
Permissible corroding charge per 100 lbs. of dry carbonate,	K =	$ 0.957	$ 0.811	$ 1.132	$ 0.800

For $25,000 increase, K = 2.786 + 0.585C — 0.702A

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2637 COMMISSION'S EXHIBIT NO. 799.

Lead Pigments Division.

New York, N. Y. July 20, 1933.

A meeting of the Lead Pigments Division of the Lead Industries Association was held at the Lawyers Club, New York City, on Thursday, July 20, 1933 at 9:30 A. M. The following were present:

Present:

F. M. Carter, Chairman. Representing: National Lead Company.
A. E. Bendelari. Representing: Eagle-Picher Lead Company.
R. M. Roosevelt. Representing Eagle-Picher Lead Company.
T. H. Zappert. Representing Euston Lead Company.
R. M. Evans. Representing Evans Lead Company.
W. Parmer Fuller, Jr. Representing W. P. Fuller & Company.
Wm. Wilke, Jr. Representing Hammond Lead Products, Inc.
P. E. Sprague. Representing Metals Refining Company.
Harold Rowe. Representing National Lead Company.
F. E. Wormser, Secretary.

The Chairman expressed his opinion that in view of the opportunity presented by the attendance of out of town members, a discussion of suitable trade practices to incorporate in the Supplementary Code for the Lead Pigments Division would be of great value.

In the discussion which followed some of the subjects presented were, (1) the practice of mailing contracts for lead oxides signed by the seller but not subject to immediate acceptance, (2) accepting contracts for delivery of oxides beyond 30 days after acceptance of the order, or beyond the period in which orders might be covered in the pig lead market, (3) selling old prices on the day of advance in the pig lead market.

So many suggestions were made that the Chairman appointed Mr. R. M. Roosevelt, Mr. Harold Rowe and the Secretary, a Committee to collect additional comment from the members of the Lead Pigments Division within the next twelve days, and called a regular meeting of the Lead Pig-

ments Division for Tuesday, August 8, at the Lawyers Club at 9:45 A. M.

Meeting adjourned at 12 noon.

F. M. Carter,
Chairman,
F. E. Wormser,
Secretary.

2638 COMMISSION'S EXHIBIT NO. 800.

Lead Pigments Division.
Dry Products Committee.

New York, N. Y. August 8, 1933.

A meeting of the Dry Products Committee of the Lead Pigments Division of the Lead Industries Association was held at the Lawyers Club, New York, N. Y., on Tuesday, August 8, 1933 at 10:30 A. M. The following were present:

Present:

Harold Rowe, Chairman. Representing National Lead Company.
J. R. MacGregor. Representing: Eagle-Pichel Lead Company.
R. M. Roosevelt. Representing: Eagle-Picher Lead Company.
R. M. Evans. Representing: Evans Lead Company.
P. E. Sprague. Representing: Metals Refining Company.
F. M. Carter. Representing: National Lead Company.
S. B. Coolidge, Jr. Representing Sherwin-Williams Company.
F. E. Wormser, Secretary.
R. L. Ziegfeld, Assistant Secretary.

Mr. Harold Rowe occupied the chair.

A summary of suggestions previously offered by members for consideration and a tentative draft of a Code of Fair Competition for dry pigments compiled by Mr. Sprague were submitted for consideration.

Mr. Roosevelt suggested that the simplest method would be to formulate a code requiring that each member file a price list of his selling practices with the Secretary of the Lead Industries Association to be effective ten days after filing and immediately published to all members by the Sec-

retary, allowing other members to file a new list immediately, effective at the same time, if they so desired, and providing that any deviation from the filed lists be violations of the Code.

The other suggestions were then considered in detail and the following paragraphs to be included in a Code of Fair Competition were tentatively adopted to apply to Lead Oxides:

1. Red lead over 90% true red lead shall be sold at the following premiums over grades with lower true red lead content:

90% to 98% true red lead	$.25 per cwt.
98% and over true red lead	$.50 per cwt.

2. Only two grades of guaranteed red lead shall be sold, i. e., grinders red lead guaranteed 95% and red lead guaranteed 98%. Under 95% red lead may be labeled as desired.

2639 3. Price shall be a differential over the lead market in effect on (a) the date sale is made, or (b) some future date, or (c) the average during some future period, the basis to govern to be specified at the time each sale is made.

4. American Smelting & Refining Company's official price shall govern all spot sales, but either the A. S. & R. or Engineering and Mining Journal price may be used for average price contracts. The metal basis for spot orders on any day shall be the A. S. & R. price in effect at the close of business on the previous day.

5. Carload sales shall consist of at least one minimum carlot as defined in freight tariffs in effect on date of sale for freight movements from Members' shipping point to point where Buyer accepts delivery. Trust delivery of carload orders must be completed within three days from start of delivery.

6. On spot sales delivery or billing shall be complete in 30 days from date of sale.

7. As agreed between Member and Buyer, always with reasonable notice to Member, and in the case of sales on an average market basis, Member shall require Buyer to specify amount to be supplied on said basis prior to the beginning of the period whose average governs the price, and such sale is to constitute a firm sale. Deferred deliveries are to be billed on the basis originally applicable to the sale and additional requirements are to take the spot price.

8. Terms shall be 1% for cash not beyond 10 days from date of shipment and net cash 30 days from date of shipment.

9. Delivery place shall be F. O. B. Member's shipping point.

10. Freight shall be equalized with the nearest manufacturing point, with allowance of actual carload rate up to 40¢ per 100 lbs., rail tariffs to govern.

11. Any tax or other governmental charge upon the production and/or sale and/or shipment of products of this Division imposed by the Federal authorities and hereafter becoming effective within the life of a sales contract shall be added to the price provided in the contract and shall be paid by the buyer.

12. The price paid for l. c. l. shipments shall be a flat price established by the seller.

13. Nothing in any part of the Code shall be deemed to hamper full freedom of action of any Member in settling accounts or extending delivery with buyers whose credit position may require special action or adjustment.

14. Maximum allowance to customers using their own carriers shall be the regular tariff rate.

15. No allowance shall be made for warehousing in customer's warehouses unless they are recognized commercial warehouses.

16. No allowance shall be made for cartage in excess of 10¢ per 100 lbs. except in New York metropolitan district and any in excess of this amount shall be reported to the Secretary.

2640 17. No rebate on customers' stocks shall be allowed on account of price decline.

18. Options given to bidders on bid business shall be contingent upon award of the contract to the bidder.

19. On Government bids and on railroad (and industrial) business the following package differentials over l. c. l. barrel prices are hereby established:

100 lb. kegs	$0.50
50 lb. kegs	$0.75
25 lb. kegs	1.00

Consignment accounts were discussed. The general sense of the meeting was to abolish consignment accounts, but the explanation of one member for his use of consignments in certain inaccessible localities caused this question to be passed over for further consideration.

There was a difference of opinion as to whether no allowance or a limited allowance should be made on returnable packages.

It was felt that in the case of off-grade material sold as such, a satisfactory differential below the standard grades should be developed.

It was the sense of the meeting that grave danger for the lead oxide business existed in the manufacture of the oxides by the users themselves, this being particularly true of large battery manufacturers who now are manufacturing black oxide for their own use. It was felt that it would be contrary to the spirit of the N. R. A. for users of the oxides to install their own oxide manufacturing equipment when the capacity of the industry is already in excess of requirements and so long as oxides can be purchased at a fair price. Such a procedure could not increase employment and would be contrary to the declared purpose of the Act "to promote the fullest possible utilization of the present productive capacity of industries." It was felt that some means of licensing new productive equipment might be sought as provided for in the cotton textile and other codes.

The question of combining the purchase of old battery plates with sales of oxides was passed over for further consideration.

It was felt that more detailed or useful credit information than now available would depend upon the establishment of a credit bureau, and that this was beyond consideration at present.

Mr. Evans and Mr. Sprague were delegated to draw up a form of sales contract embodying the features agreed upon at this meeting.

The Committee recessed at 11:45 P. M. until the following day.

Harold Rowe,
Chairman,
F. E. Wormser,
Secretary.

2641 COMMISSION'S EXHIBIT NO. 801.

Dry Products Committee.
Lead Pigments Division.

New York, N. Y. September 7, 1933.

A meeting of the Dry Products Committee of the Lead Pigments Division of the Lead Industries Association was held at the Commodore Hotel, New York, N. Y., on September 7, 1933, at 10:15 A. M.

Present:

F. M. Carter, Chairman. Representing: National Lead Co.
A. P. Knapp. Representing: Andrews Lead Co.
J. R. MacGregor. Representing: Eagle-Picher Lead Co.
W. E. Maston. Representing: Eagle-Picher Lead Co.
F. W. Potts. Representing: Eagle-Picher Lead Co.
R. M. Evans. Representing: Evans Lead Co.
P. E. Sprague. Representing: Metals Refining Co.
Harold Rowe. Representing: National Lead Co.
S. B. Coolidge, Jr. Sherwin-Williams Co.
A. P. Wetherill. Representing: Wetherill & Bro.
F. E. Wormser, Secretary.

Mr. F. M. Carter occupied the chair.

The Chairman called attention to the problem facing Lead Oxide manufacturers in the threat of additional competition from new facilities, despite the fact that existing capacity was large enough to supply all requirements for lead oxides. He also spoke of the danger to the oxide business in the possibility of consumers who were now manufacturing their own requirements dumping their surplus production in competition with independent manufacturers.

After discussion, it was the unanimous feeling that articles providing for these contingencies should be incorporated into the Supplementary Code for the Lead Pigments Division, and the Secretary was authorized to draw up suitable paragraphs for inclusion in its Code and to draw upon legal advice as required.

The Secretary was requested to read the price list paragraph which had been adopted by the Dry White Lead group.

Whereupon it was regularly moved, seconded and car-

ried that the same paragraph be adopted for the Lead Oxide group of the Dry Products Committee.

The unfair trade practices accepted by the Dry Products Committee in earlier session were also adopted as 2642 being applicable to oxide manufacture.

The next subject discussed was the one of uniform sales contracts.

Whereupon it was regularly moved, seconded and carried that the lead oxide group endorse the sales contract paragraph as adopted by the Dry Products Committee at its meeting on September 6, with the addition of the following sentence:

"All sales shall conform to the conditions set forth in the uniform sales contract forms."

The meeting adjourned at 12:30 P. M.

F. M. Carter,
Division Chairman,
Harold Rowe,
Committee Chairman,
F. E. Wormser,
Secretary.

2643 COMMISSION'S EXHIBIT NO. 802.

September 26, 1933.

Second Draft.

Supplementary Code of Fair Competition for the Lead Pigments Division of the Lead Industries Association.

As provided in Art. XIII of the Code of Fair Competition for the Lead Industries hereinafter termed the "Master Code" this supplementary code is hereby made a part of said Master Code with the same force and effect as any provisions thereof, except that it shall be applicable only to Lead Pigments, as defined in Art. II of said Master Code; i. e., basic carbonate white lead, dry or in oil, basic lead sulphate, dry or in oil, litharge, red lead, dry or in oil, orange mineral and other lead oxides with or without metallic lead content.

Price Lists.

Art. I—Each member of the Code shall file with the Secretary within ten (10) days after the effective date of this Code, his price list, together with terms and conditions of sale. Any change in the said list or terms shall be

reported to the Secretary in writing within twenty-four (24) hours after the effective date of such change. After December 31, 1933, any member making a sale or quotation at variance with his price list or terms on file at the time said sale or quotation is made, shall notify the Secretary concerning the variation by letter, mailed within twenty-four (24) hours. The information, as reported, shall be reissued to the members at such time, and in such manner as may be determined by them.

Uniform Sales Contracts.

Art. II—Uniform sales contracts specifically designed for use in selling Dry White Lead and Lead Oxides shall be developed as soon as practicable and thereafter used by all members after said contract forms shall have been adopted by a two-thirds vote of members manufacturing the products to which the contracts apply. From time to time, changes, in the uniform sales contracts can be made by a two-thirds vote of members manufacturing such products. All sales shall conform to the conditions set forth in the uniform contract forms.

Unfair Trade Practices.

Art. III—The following shall be considered unfair trade practices and are violations of this Code:

(a) Misbranding or misrepresentation of lead pigments.

(b) Making or promising to any purchaser or prospective purchaser of lead pigments, or to any officer, employee, agent or representative of any such purchaser or prospective purchaser, any commission, gratuity, or other payment or remuneration, directly or indirectly, except in the case of payments made with the consent of the employer for a definite service rendered.

(c) Inducing or in any manner attempting to induce a breach, default or cancellation of a contract between a competitor and his customer during the term of such contract.

2644 (d) Guaranteeing for a definite time the life and/or service of lead pigments.

(e) Making false or derogatory statements with respect to the prices, policies, products, practices, business or credit of any competitor.

(f) Exchanging the products of a member for those of another.

(g) No product shall be sold at a concession in price in order to influence the sale of any lead product.

Returned Goods.

Art. IV—No member of the Code shall accept the return of merchandise without first giving consent for its return. On such goods as are accepted for return, a reasonable charge shall be made and freight charges must be prepaid by the shipper returning the merchandise, except in the case of defective products or where in some other way the manufacturer may be responsible.

Taxes.

Art. V—Any sales tax uniformly applicable upon all sellers shall be for buyer's account and shall be added to the selling price to be paid by the buyer.

Selling Below Cost and Dumping.

Art. VI—It is the consensus of opinion in the Lead Pigments Division of the Lead Industries Association that the sale of the product of any manufacturer of lead pigments, as defined in Art II of the Master Code and reenumerated in the preamble hereof, in competition with the product of other manufacturers of such pigments, at a price less than actual cost of production and delivery, such cost to include a fairly apportioned share of total general overhead, selling and administrative expense, is subversive to the best interests of the industry as a whole and of the purpose of Title I of the N. I. R. A. The Lead Pigments Division is hereby empowered to take such steps as may be necessary to define the method of determining the said actual cost of production and delivery. No manufacturer of lead pigments shall sell or offer for sale, in competition with the product of other manufacturers of such pigments, any product at a price less than the cost so determined. The provisions of this Article shall apply to all persons whose manufacture of lead pigments is incidental to the manufacturer of other products not embraced within the Lead Industries, as well as to those primarily engaged in the manufacture and sale of lead pigments.

2645 COMMISSION'S EXHIBIT NO. 803.

Lead Pigments Division.
White Lead-in-Oil Committee.

New York, N. Y. January 23, 1934.

A meeting of the White Lead-in-Oil Committee of the Lead Pigments Division of the Lead Industries Association was held at the Commodore Hotel, New York City, on Tuesday, January 23, 1934 at 10:00 A. M.

Present:

F. M. Carter, Chairman, Representing National Lead Company
F. O. Case, Representing Anaconda Lead Products Co.
W. E. Maston, Representing Eagle-Picher Lead Company
R. M. Roosevelt, Representing Eagle-Picher Lead Company
A. D. Joyce, Representing Euston Lead Co.
P. E. Sprague, Representing Euston Lead Co.
T. H. Zappert, Representing Euston Lead Co.
Harold Rowe, Representing National Lead Co.
H. G. Sidford, Representing National Lead Co.
S. B. Coolidge, Jr., Representing Sherwin-Williams Company
F. E. Wormser, Secretary.

Mr. F. M. Carter occupied the chair.

The Chairman called attention to the changes that had been suggested in the Trade Practices for the Lead Pigments Division of the Lead Industries Association in the Lead Code and after discussion, it was agreed that the following paragraph be submitted in lieu of the Price Schedule paragraph previously drafted in Washington by the Administration and his advisors:

Each member of the industry engaged in the manufacture and sale of lead pigments shall file with the Secretary within ten (10) days after the effective date of this Code, a list of the prices at which his products will be sold and a memorandum of any of his conditions of sale at variance with those set forth in Schedule "A" attached. Any change in prices or conditions of sale shall be reported to the Secretary in such manner as to reach his office within twenty-four (24) hours after the effective date of such change. Any member making a sale or quotation, which does not conform to the bases he then has on file, shall notify the Secretary in detail by letter mailed within twenty-

four (24) hours. The information supplied the Secretary shall be re-issued immediately to the reporting members.

It was also agreed to make changes in the Lead Code in Schedule A for White Lead, as submitted in the attached copy.

Meeting adjourned at 5:00 P. M.

F. M. Carter,
Chairman.
F. E. Wormser,
Secretary.

2646 COMMISSION'S EXHIBIT NO. 804.

January 27, 1934.

Schedule "A".

Art. II. Standard Conditions for Sale of Basic Lead Carbonate (Dry White Lead).

A. "Sale" or "Order" as used herein includes any transaction whereby a member of the industry makes a quotation on or becomes obligated to sell and deliver material.

B. Whatever terminology may be used, the intent and meaning thereof shall conform to the following requirements of sale.

(1) Quantity—Any amount as agreed between buyer and seller.

(2) Period—As desired, to be specified.

(3) Packages—As agreed between buyer and seller.

(4) Price — (a) Spot Sales — Seller's card or quoted price in effect on date order is received.

(b) Contract Sales—1. Seller's price on date contract is made with protection against advance or decline on the undelivered portion to the end of the current calendar quarter.

2. On contracts extending beyond the current calendar quarter, the price applying to subsequent deliveries shall be seller's price in effect on the first day of the calendar quarter in which they are made, with protection against advance or decline on the undelivered portion to the end of each quarter.

(c) The price for minimum 20 ton lots for one buyer to one destination, shipped by rail in one carload, or delivered by truck within a period of three days, shall be ½¢ per pound less than that charged for smaller quantities.

(d) Emergency shipments may be made at the 20 ton price only to those customers for whom the Seller has a 20 ton order on hand for the same material for immediate shipment or a carload (20 tons) en route to the same destination.

(5) Delivery—F. O. B. cars Seller's shipping point, or by truck, F. O. B. Buyer's premises.

(6) Transportation Allowance—Since transportation is included in the Seller's price, the actual freight paid by Buyer shall be allowed as deduction. No cartage allowance shall be made to Buyer for use of his own truck.

(7) Shipment—(a) Spot Sales—Within thirty days from date order is received.

(b) Contract Sales—Within the period covered by the contract.

(8) Terms—Net thirty days, less 1 per cent for cash in ten days from date of shipment.

(9) Taxes—Any tax or other charge imposed by Federal Law upon the production and/or sale and/or shipment of lead oxides shall be added to the price to be paid by the Buyer on any transaction to which such charge is applicable.

2647 COMMISSION'S EXHIBIT NO. 805.

Lead Pigments Division.
Dry Products Committee.

New York, N. Y. January 24, 1934.

A meeting of the Dry Products Committee of the Lead Pigments Division of the Lead Industries Association was held at the Commodore Hotel, New York City, on Wednesday, January 24, 1934 at 10:00 A. M.

Present:

Harold Rowe, Chairman, Representing National Lead Company
Bob Andrews, Representing Andrews Lead Company
J. R. MacGregor, Representing Eagle-Picher Lead Co.
W. E. Maston, Representing Eagle-Picher Lead Company
Miles Zoller, Representing Eagle-Picher Lead Co.
R. M. Evans, Representing Evans Lead Co.
H. Wilke, Representing Hammond Lead Products, Inc.
Wm. Wilke, Jr., Representing Hammond Lead Products, Inc.
P. E. Sprague, Representing Metals Refining Co.

F. M. Carter, Representing National Lead Company
H. G. Sidford, Representing National Lead Company
S. B. Coolidge, Jr., Representing Sherwin-Williams Co.
F. E. Wormser, Secretary.

Mr. Harold Rowe occupied the chair.

The Chairman called attention to the changes that had been suggested in the Trade Practices for the Lead Pigments Division of the Lead Industries Association in the Lead Code and after discussion it was agreed that the paragraph on Price Schedules adopted at the White Lead-in-Oil Meeting be submitted in lieu of the Price Schedule paragraph previously drafted in Washington by the Administrator and his advisors.

It was also agreed to make changes in the Lead Code in Schedule A for Lead Oxides as submitted in the attached copy.

Meeting adjourned at 5:00 P. M.

Harold Rowe,
Chairman.
F. E. Wormser,
Secretary.

2648 January 27, 1934.

Schedule "A".

Article I. Standard Conditions for Sale of Lead Oxides.

A. "Sale" or "Order" as used herein includes any transaction whereby a member of the industry makes a quotation on, or becomes obligated to sell and deliver material.

B. Whatever terminology may be used, the intent and meaning thereof shall conform to the following requirements of sale.

(1) Material—Dry Oxides of lead, or mixtures consisting principally thereof, each grade of material to be specifically designated.

(2) Quantity—Any amount as agreed between buyer and seller.

(3) Packages—As agreed between buyer and seller.

(4) Price—(a) Seller's card or quoted price in effect on date order is received with allowances as follows:

(1) Not more than ½¢ per pound for minimum shipment of 5 tons for one buyer at one time to one destination.

(2) Not more than ¾¢ per pound for minimum shipment of 20 tons for one buyer to one destination by:

(A) Rail in one carload.
(B) Truck within a period of three days.

(b) These allowances may also be applied to emergency shipments of smaller quantities only when seller has an order on hand for five (5) tons or twenty (20) tons for immediate shipment, or such quantity en route to the same destination.

(c) No protection against decline in Seller's price may be given.

(d) Red Lead containing 97 per cent or 98 per cent Pb_3O_4 shall be so marked on the package and shall be sold at $\frac{1}{8}¢$ and $\frac{3}{8}¢$ per pound, respectively, over Seller's price for grades of lower Pb_3O_4 content.

(5) Delivery—F. O. B. cars Seller's shipping point, or by truck, F. O. B. Buyer's premises.

(6) Transportation Allowance—(a) Since transportation is included in the Seller's price, the actual freight paid by Buyer shall be allowed as a deduction. No cartage allowance shall be made to Buyer for use of his own truck.

(b) If shipment is made by Buyer's boat, Seller may allow actual amount he would have paid for like transportation at minimum published tariffs in effect on date of shipment.

(7) Shipment—Shall be made at least within thirty (30) days from date order is received.

2649 (8) Terms—Net thirty days, less 1 per cent for cash in ten days from date of invoice.

(9) Taxes—Any tax or other charge imposed by Federal Law upon the production and/or sale and/or shipment of lead oxides shall be added to the price to be paid by the Buyer on any transaction to which such charge is applicable.

2689 **COMMISSION'S EXHIBIT NO. 809.**

Approved Code No. 442 Registry No. 1217—8—01

National Recovery Administration

Code of Fair Competition for the Lead Industry
As Approved on May 24, 1934
(NRA Cut)
United States Government Printing Office
Washington: 1934

2690 This publication is for sale by the Superintendent of Documents, Government Printing Office, Washington, D. C., and by district offices of the Bureau of Foreign and Domestic Commerce.

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Seattle, Wash.: 809 Federal Office Building.

2691 Approved Code No. 442

Code of Fair Competition for the Lead Industry As Approved on May 24, 1934

ORDER

Code of Fair Competition for the Lead Industry

An application having been duly made pursuant to and in full compliance with the provisions of Title I of the National Industrial Recovery Act, approved June 16, 1933, for approval of a Code of Fair Competition for the Lead Industry, and hearings having been duly held thereon and the annexed report on said Code, containing findings with respect thereto, having been made and directed to the President:

Now, therefore, on behalf of the President of the United States, I, Hugh S. Johnson, Administrator for Industrial Recovery, pursuant to authority vested in me by Executive Orders of the President, including Executive Order No. 6543-A, dated December 30, 1933, and otherwise; do hereby incorporate by reference said annexed report and do find that said Code complies in all respects with the pertinent provisions and will promote the policy and purposes of said Title of said Act; and do hereby order that said Code of Fair Competition be and it is hereby approved.

Hugh S. Johnson,
Administrator for Industrial Recovery.

Approval recommended:
K. M. Simpson,
Division Administrator.
Washington, D. C.,
May 24, 1934.

2692 Report to the President

The President,
The White House.

Sir: The original Code of Fair Competition for the Lead Industry was submitted on August 3rd, 1933, by the Lead Industries Association, and unincorporated membership society organized in 1928 representing 90% of the known members of the Industry in volume of production.

Several revisions of the Code were made prior to the public hearing held on December 22nd, 1933. The Code was revised during the recess of this hearing and submitted in its final form for approval. Every person who requested an appearance was properly heard in accordance with statutory and regulatory requirements.

The Lead Industries includes the development, mining, concentrating, smelting, and refining of lead-bearing ores, and the utilization of the products. By far the largest product of the refining process is pig lead, normally about 97% of total mine production. A small amount of pigments are made direct from ore.

The major products of the lead industries are pig lead, antimonial pig lead, lead pigments, manufactured metallic lead products, and manufactured metallic foil products.

The lead code covers the Lead Industries in every phase enumerated above except storage battery plates and lead covered cable. The storage battery plate business came in with the addition of starters for automobiles but has become a revolving supply, as was prophesied at its inception, the use of new lead for battery plates per year not representing over 10% of the lead used at present for that purpose. The quantity of lead covered cable used is dependent on the status of telephone and electric companies.

Lead pigments, used in the paint and varnish business, are made from ores, pig lead, and scrap, but chiefly from pig lead. Lead pigments are sold in highly competitive field with zinc pigments, titanium oxide paint, and stainless alloy steels. Foil has to meet the competition of cellophane.

Undesilvered soft pig lead containing relatively high copper is extremely resistant to corrosion by acids and is known to the trade as chemical lead; it is used chiefly in the manufacture of cable, pipe and sheets.

Lead mining and smelting is mainly located in the states west of the Mississippi River and, with the exception of the district in southeast Missouri, is closely associated with the mining of other metals. Consequently, code provisions for lead, zinc, and copper, will often be closely inter-related.

All the lead industries included in the Code have suffered greatly during the depression, particularly the mining industry, which has witnessed a drop in the price of pig lead in the United States, carrying it in 1932 to a lower level than has been observed for at least fifty years, namely, 2.65¢ per pound, New York.

2693 From 1929 to 1932, the contribution of the United States to the total world output of primary refined lead decreased from 36% to 22%. As the United States is a small net importer of lead, the actual and relative decline was primarily due to a decrease in domestic consumption.

Lead is a comparatively low-priced metal whose major uses are for pigments, cable covers, storage batteries, building, ammunition and various alloys. Its principal competitor is zinc, particularly in the pigment industries. About 20% of total normal consumption is destroyed in use; the remainder represents possible ultimate recovery and reuse. The recovery of secondary lead is an important factor in demand for new lead. The rapid development of the storage battery demand for lead served to stimulate mine capacity and new production, but more recently the annual recovery of lead, so used, has reduced the demand for new lead for this purpose to a relatively small factor.

Total consumption of lead in 1933 was only about 40% of the 1929 demand. In spite of a rapid decline in mine production, stocks have been built up until they may be considered excessive in view of the present low rate of consumption.

The number employed in the lead industries is about 50% of the total for 1929, or a decrease of some 14,000. The amount of work for those actually employed has decreased, due to the spreading of available work. Increased employment is dependent on improvement in the construction, automobile and electrical industries.

The production of refined primary lead in the United States declined from 637,000 metric tons in 1920 to 251,000 tons in 1932, or from 36% of the world production to 22%. The decline in production for the rest of the world in the same period was from 1,149,000 metric tons to 906,000 tons. The corresponding percentage of world total showed an increase from 64% to 78%. In other words, the major decline in world output occurred in the United States.

Since the United States has no net export of lead but is a comparatively small net importer, the real cause of the decline in United States' production is due primarily to a decline in domestic consumption.

Under the tariff provision of 1922, still in force, a duty of 1½¢ per pound of lead content was placed on imported ores, 2⅛¢ per pound on lead bullion, 2⅜¢ per pound on lead

sheets, and duties ranging from 2½¢ to 3¢ per pound on lead pigments.

The tariff protects the lead industry of the United States from heavy imports from Mexico and Canada. Because of competition within the United States, the price differential at New York over London exceeds the tariff on ores but does not reach the tariff on lead bullion, lead sheets, and lead pigments.

From a standpoint of labor at refineries, the decrease in exports is likewise reflected in the decrease of imported ores and base bullion, meaning less refinery capacity used. The United States formerly imported much lead in various forms, principally in ore and base bullion, and continues to import small quantities. Some of it entered for immediate consumption; most of it, however, is entered for warehouse, is smelted and refined in bond, and is then re-exported as refined pig lead or in manufactured products.

2694 These relatively large former exports have been captured by Australia and Canada by the imposition of a 10% tariff on non-British lead imported into Great Britain. United States' exports of lead have dropped from 116,260 tons of pigs, bars, and secondary in 1928 to 22,500 tons in 1933.

The quantity of lead in all forms consumed by domestic industry, as estimated by the American Bureau of Metal Statistics, was 548,000 short tons in 1919, had reached 901,000 tons in 1926, was 972,000 tons in 1929, and steadily declined to 400,000 tons in 1932.

The three principal uses of lead in the United States are cable covering, storage batteries and white lead. In 1929, according to the American Bureau of Metal Statistics, these three outlets used: cable covering, 206,000 tons; storage batteries, 210,000 tons; white lead, 119,700 tons; total of the three 535,700 tons of a total of 930,00 tons used for all purposes; in 1932, cable coverings used were 55,000 tons; storage batteries, 138,000 tons; white lead, 54,500 tons; total of the three, 247,500 tons of a total of 400,000 tons used for all purposes. Revival of the market for lead-covered cable cannot be expected until there is a renewed expansion in the use of the telephone and electric industries.

Large stocks of lead have been accumulated during the depression and now amount to more than a year's supply at present rate of consumption. These unsold accumulations are tangible evidence of the strenuous efforts and

great financial sacrifices mining and smelting companies have made to keep their employees at work.

Mining companies have keenly realized their responsibilities in sharing work among their employees and relieving suffering in the mining camps, especially where mines are the only source of employment. The lead mines never cut wages to the extent justified by the extraordinary low price obtained for lead in 1932 and 1933 and after the enactment of the N. I. R. A., spread work still further, making wage increases which they hoped would be justified by the development of the Administration's Recovery program.

The mining industry, as a result of a distressed lead market, is working approximately 46% of its 1929 rate of production and there is no prospect of any increase in this rate unless the price of lead should advance.

In 1929 the member mining companies in the Lead Industries Association employed 8,450 persons. In 1933, despite the low rate of production, they were engaging 5,500 employees, a number which was increased to 5,650 after the P. R. A. program was put into effect.

As reported by the American Bureau of Metal Statistics, and quoted by the U. S. Bureau of Mines, stocks of refined lead and antimonial lead have risen steadily from 51,050 short tons at the end of 1929 to 103,000 tons at the end of 1930, to 152,000 tons at the end of 1931, to 176,000 tons at the end of 1932, and to 203,000 tons at the end of 1933. These stocks (four times as much at the end of 1933 as at the end of 1929) represent at least a six-months' supply on the basis of the best figures obtainable of the consumption of lead for the year 1932; and have accumulated despite a progressive decrease in mine production of recoverable lead from mines from 648,000 tons in 1929 to 558,000 in 1930; to 405,000 tons in 1931; to 293,000 tons in 1932; and to 274,000 tons in 1933.

2695 The total employment in the Lead Industries coming under this Code, was approximately 28,000 in 1929. About three-fourths of the total are employed in the closely associated mining and smelting operations.

Division	Total employed	Wage earners
Mining and milling	15,004	14,007
Smelting and Refining (primary)	5,690	4,819
Fabricating	6,873	.....
Total	27,567	.....

The general level of operations in the Industry, judged by production and consumption data, fell in 1933 to about 40% of the rate in 1929. Labor requirements probably declined in about the same proportion, but the actual number employed at the end of 1933 was about 50% of the number in 1929 (according to the results of a survey made by the Lead Industries' Association), which covered from 85% to 90% of the Industry.

The Code, as written, follows the latest standard code provisions. It contains no open price clause for Pig Lead and Metallic Lead products and no provisions relating to cost of production in relation to selling price. No definite control of production or stabilization of the industry is set up, although provision is made in Article VI, Section 6, Paragraph G, that such proposals may be recommended, after voluntary agreement, to the Administrator.

A basic maximum 8 hour day and 40 hour week is provided, with such standard exceptions as are common to other codes or as may be essential to the peculiar character of the mineral industries. These exceptions are generally further safeguarded by the provision of time and one-half for overtime. Fundamentally, the code week of 5 eight-hour days represents a change from a standard week of 7 eight-hour days in 1929. Considering the present restricted output of the industry and the effort to spread employment by staggering such work as is available, little immediate increase in employment will result. However, with any substantial gain in production, there should be a material increase in total employment.

Notwithstanding the depressed condition of the industry, even to the point of having the price of lead drop to an all time low for a 50 year period of 2.65¢ per pound, F. O. B. New York, the industry has made a sincere effort to spread employment. This sincere desire is evidenced by their past performance as indicative not only of their sincerity in drafting their code but also the further high standard they will maintain in adhering to the provisions and functioning of their code.

Article I. Purposes.—States the purpose of the Code.

Article II. Definitions.—Accurately defines specific terms applicable to the Lead Industry.

Article III. Hours.—The maximum hours are limited to forty hours per week for employees engaged in the processing of products and labor incident thereto. Watchmen may be permitted to work 56 hours in any one week period,

provided that such employees shall have at least one day's rest in each seven day period. Office, salaried and
2696 other employees' not covered above who receive less than $35.00 per week shall not be permitted to work in excess of an average of forty hours per week during any one month, nor more than 48 hours in any one week. Employees engaged in an executive, managerial or supervisory capacity who receive $35.00 per week, or more, are not subject to any hourly limitations. The maximum hours shall not apply in cases of emergencies or repairs where safety of life or health or protection of property necessitates longer hours.

Article IV. Wages.—In the Mining Division the minimum rate for totally unskilled or common labor shall not be less than 40¢ per hour above ground or 47½¢ per hour underground. The minimum wages for employees engaged in the processing of products or any labor incident thereto shall be 35¢ per hour for the Lead Smelting and Refining Division, 40¢ for the Lead Pigments Division, and 35¢ for the Metallic Lead Products and Metallic Lead Foil Products Division, provided that as to the Smelting and Refining Division in the Southern District the minimum hourly rate shall be 30¢ per hour. The minimum rates for the several divisions named are in accord with those established in approved codes of related industries. The minimum rates provided for hereinabove shall be construed as the hiring rates applying to totally unskilled or common labor both above and below ground in the mining divisions, and totally unskilled or common labor in the other divisions of the Industry. The established minimum rate of pay for the work performed in any pay period shall apply irrespective of whether an employee is actually compensated on a time rate, piece rate, or other basis. Provision is also made for the employing of handicapped persons. No person employed in clerical or office work shall be paid less than at the rate of $15.00 per week, except that office boys and girls and messengers may be paid at a rate not less than 80% of the minimum paid office employees.

Article V. General Labor Provisions.—Provides that no person under 18 years of age shall be employed except in clerical, office, sales, service, technical and engineering departments, and no person under 16 years of age shall be employed in any capacity. This Article also sets forth the mandatory provision respecting the rights of employees to organize and bargain collectively. This Article also pro-

vides for matters having to do with reclassification of employees, standards for safety and health, the observance of state laws and the posting of complete copies of this Code so that they are accessible to employees.

Article VI. Administration.—Establishes a Code Authority consisting of the members of the Executive Committee of the Lead Industries Association, the Secretary of said Association, and such division chairmen who have respectively been elected to such office by such divisions in an equitable manner, approved by the Administrator, so as to be truly representative of such divisions respectively, and who are not members of the Executive Committee; in addition to membership as above provided there may be one to three members, without vote and without compensation by the Industry, to be appointed by the Administrator to serve for such terms from the date of appointment as he may specify. On the effective date of this Code the voting members of the Code Authority shall con-
2697 sist of eleven members, but such number is subject to variation due to the contents of the foregoing provision.

Article VII. Sets forth the Trade Practice Rules for the Lead Pigments Division, and also sets forth open price schedules which are effective immediately after filing.

Article VIII. Sets forth the Trade Practice Rules for the Metallic Lead Products Division.

Article IX. Sets forth the Trade Practice Rules for the Metallic Foil Products Division.

Article X. No provision of this Code relating to price or terms of selling, shipping or marketing, shall apply to export trade or sales or shipments for export trade, or transactions in the foreign commerce of the United States.

Article XI. Sets forth the application of this Code to operations with other Codes wherein other metals are produced.

Article XII. Makes provision for modifications of this Code.

Article XIII. No provision of this Code shall be so applied as to promote monopolies or monopolistic practices, or to eliminate, oppress, or discriminate against small enterprises.

Article XIV. Covers the effective date.

There are also appended to this Code and made a part thereof conditions for sale of lead oxides in lots less than

twenty tons and lots of at least twenty tons, and also conditions of sale for basic lead carbonate (dry white lead).

The Deputy Administrator in his final report to me on said Code having found as herein set forth and on the basis of all the proceedings in this matter;

I find that:

(a) Said Code is well designed to promote the policies and purposes of Title I of the National Industrial Recovery Act, including removal of obstructions to the free flow of interstate and foreign commerce which tend to diminish the amount thereof and will provide for the general welfare by promoting the organization of Industry for the purpose of cooperative action among the trade groups, by inducing and maintaining united action of labor and management under adequate governmental sanctions and supervision, by eliminating unfair competitive practices, by promoting the fullest possible utilization of the present productive capacity of Industries, by avoiding undue restriction of production (except as may be temporarily required), by increasing the consumption of industrial and agricultural products through increasing purchasing power, by reducing and relieving unemployment, by improving standards of labor, and by otherwise rehabilitating Industry.

(b) Said Industry normally employs not more than 50,000 employees; and is not classified by me as a major Industry.

(c) The Code as approved complies in all respects with the pertinent provisions of said Title of said Act, including without limitation Subsection (a) of Section 3, Subsection (a) of Section 7, and Subsection (b) of Section 10 thereof; and that the applicant Association is an Industrial Association truly representative of the aforesaid Industry; and that said Association imposes no inequitable restrictions on admission to membership therein.

2698 (d) The Code is not designed to and will not permit monopolies or monopolistic practices.

(e) The Code is not designed to and will not eliminate or oppress small enterprises and will not operate to discriminate against them.

(f) Those engaged in other steps of the economic process have not been deprived of the right to be heard prior to approval of said Code.

For these reasons, therefore, this Code has been approved.

Respectfully,

Hugh S. Johnson,
Administrator.

May 24, 1934.

2699 CODE OF FAIR COMPETITION FOR THE LEAD INDUSTRY.

Article I—Purposes.

To effectuate the policies of Title I of the National Industrial Recovery Act, this Code is established as a Code of Fair Competition for the Lead Industry and its provisions shall be the standards of fair competition for such Industry and are binding upon every member thereof.

Article II—Definitions.

Wherever used in this Code, or any supplement appertaining thereto, the terms enumerated in this Article shall have the meanings herein defined unless the context shall otherwise clearly indicate.

Section 1. The terms "President", "Act", and "Administrator" means respectively the President of the United States, Title I of the National Industrial Recovery Act, approved by the President June 16, 1933, and any amendments thereto, and the Administrator for Industrial Recovery.

Section 2. The term "Member of Industry" includes all those engaged in the Industry either as an employer or on his or its own behalf.

Section 3. The term "Employee" means and includes anyone engaged in the Industry in any capacity receiving compensation for his services, irrespective of the nature or method of payment of such compensation, except a member of the Industry.

Section 4. The term "Employer" means and includes anyone by whom any such employee is compensated or employed.

Section 5. The term "Apprentice" as used herein means an individual (usually a minor), bound by indenture, executed in compliance with the laws of the state where the service provided for therein is to be performed, to serve an employer for a term of years at a predetermined wage, for

the period of the indenture in order to learn a trade, art or craft.

Section 6. The term "Industry" as used herein includes the mining of lead ore and/or the concentrating thereof, the smelting of lead ore, and/or lead concentrates, and/or lead bearing scrap, the refining of lead and/or lead bearing scrap, and/or drosses, the manufacturing of pig lead, antimonial pig lead, lead pigments, metallic antimony, metallic lead products, allied products defined hereinafter as "metallic lead products" and/or "metallic foil products", and the original sale of such products by the member of Industry producing or manufacturing the same either directly or indirectly through subsidiary and/or affiliated companies.

(a) "Lead Ore and Lead Concentrates" as used herein is defined to mean ore and the concentrates thereof, containing lead as the principal commercially recoverable constituent,

(b) "Lead Mining" as used herein is defined to mean the mining and concentrating of lead ore and any further beneficiation thereto prior to the shipment to the smelter.

2700 (c) "Lead Smelting and Refining" as used herein is defined to mean metallurgical and/or chemical treatment of lead ore, lead concentrates, lead bearing scrap, and/or drosses, and/or any other lead bearing material into "Pig Lead" and/or "Antimonial Pig Lead."

(d) "Antimonial Pig Lead".—Inasmuch as antimony is a common constituent of most lead ores and a by-product of Lead Mining and Smelting and Refining—metallic antimony and antimonial alloy products (antimonial pig lead) shall be included within the provisions of this Code.

(e) "Lead Pigments" as used herein is defined to mean basic carbonate white lead (dry or in oil), basic lead sulphate (dry or in oil), litharge, red lead (dry or in oil), orange mineral or any other lead oxides, with or without metallic lead content.

(f) "Metallic Lead Products" as used herein is defined to mean extruded, rolled, cast or otherwise fabricated lead or lead alloy products (except storage battery plates and lead covered cable), produced by Members of Industry and kindred products of metallic tin and tin alloy, or other metal or metal alloy products, which are produced by the same Members of Industry on the same type of machinery and under similar labor and fabricating conditions.

(g) "Metallics Foil Products" as used herein is defined to mean lead and/or tin, and/or zinc, or their alloys, or combinations thereof, rolled to a thickness of .006 of an inch or less, whether attached or affixed to other materials or not.

Section 7. The term "Division" as used herein includes respectively the several parts of the Industry as enumerated below:

1. Lead Mining Division
2. Lead Smelting and Refining Division
3. Lead Pigments Division
4. Metallic Lead Products Division
5. Metallic Foil Products Division

and such other and further divisions as may hereafter be created pursuant to the provisions of this Code.

Section 8. The term "Association" as used herein includes the "Lead Industries Association", an unincorporated membership society organized under the laws of the State of New York and having its principal office at 420 Lexington Avenue, New York City, and such other trade associations as may hereafter participate in the activities under this Code or in the selection of the Code Authority.

Section 9. The term "Executive Committee" as used herein shall mean the Executive Committee of the Lead Industries Association.

Section 10. The term "Secretary" as used herein shall mean the Secretary of the Lead Industries Association, who also shall be the Secretary of the Code Authority.

Section 11. The term "Southern District" as used herein shall include the States of Texas, Mississippi, Alabama, Louisiana and Florida.

Article III—Hours of Labor.

Maximum Hours.

Section 1. No employee shall be permitted to work in any division of the Industry in excess of forty (40) hours
2701 per week, or in excess of eight (8) hours in any twenty-four (24) hour period except as herein otherwise provided. A normal work day shall not exceed eight (8) hours.

The interpretation of the eight (8) hour provision for the Mining Division in each state shall be in accordance with any laws of such state pertaining to the eight (8) hour day on mining operations.

The Code Authority shall study the operation of the eight (8) hour provision for the Mining Division and not later than ninety (90) days from the effective date shall report fully to the Administrator the results of such study. The Administrator may, at his discretion, appoint an impartial investigator who shall review the conditions in the Mining Division of the Industry concerning the operation of the eight (8) hour provision and shall report thereon to the Administrator not later than ninety (90) days from the effective date and forward a copy of such report to the Code Authority.

Hours for Clerical and Office Employees.

Section 2. No person employed in clerical or office work shall be permitted to work in excess of forty (40) hours in any one (1) week, except that during any one (1) week in a one (1) month period such employee shall be permitted to work a maximum of forty-eight (48) hours in any such week. A normal work day shall not exceed eight (8) hours.

Exceptions as to Hours.

Section 3. The limitation as to hours of labor as specified in Sections 1, 2 and 4 of this Article III shall not apply to the following:

(a) To employees engaged in emergency maintenance, or emergency repair work, involving breakdown or protection of life or property; provided that in such special cases not less than one and one-half (1½) times the normal wage rate for any employee so employed shall be paid for all hours worked in excess of forty (40) hours in any one (1) week.

(b) Nor in the case of the Mining Division shall it apply to hoist men, power house men, or pump men, provided the total working hours of such employees shall not exceed forty-eight (48) hours in any one (1) week.

(c) Nor to employees receiving not less than Thirty-Five (35) Dollars per week in a managerial, executive or supervisory capacity, or to technical staffs; nor to outside sales or service employees.

(d) Watchmen may be permitted to work fifty-six (56) hours in any one (1) week period, provided that such employees shall have at least one (1) day's rest in each seven (7) day period.

(e) There may be a tolerance of 10% additional hours

over the forty (40) hours in any one (1) week for employees engaged in the preparation, care and maintenance of machinery and production facilities, stock and shipping clerks and truckmen engaged in outside delivery and pick-up service; provided, however, that at least one and one-half (1½) times the normal wage rate for any employee so employed shall be paid for all hours worked in excess of forty (40) hours in any one (1) week, or eight (8) hours in any one (1) day.

2702 (f) The limitation as to maximum hours of work shall not apply to very special cases where restriction of hours of labor of skilled workers in continuous processes would unavoidably reduce or interrupt production because of demands inherent and peculiar within the process itself provided, however, that such employees in such special cases shall not work more than forty-eight (48) hours in any one week, and provided that in such special cases at least one and one-half times the normal wage rate shall be paid to any employee so employed for hours worked above forty (40) hours per week, or eight (8) hours per day. Such special cases, however, shall be reported to the Code Authority. The limitation of hours does not apply where one employee is acting in temporary relief for a fellow employee in continuous processes.

(g) During any period in which a concentrated demand upon any division of the Industry, except mining, shall place an unusual and temporary burden for production work upon its facilities or to meet seasonal peak requirements or emergencies, an employee of any such division may be permitted to work not more than forty-eight (48) hours per week in not more than six (6) weeks in six (6) months of any calendar year, provided that not less than one and one-half times the normal wage rate shall be paid to any employee so employed for hours worked above forty (40) hours per week or eight (8) hours per day. All such overtime worked shall be reported to the Code Authority.

Standard Week.

Section 4. No employee shall be permitted to work more than six (6) days in any seven (7) day period.

Employment by Several Employers.

Section 5. No employer shall knowingly permit any employee to work for any time which, when totalled with that

already performed with another employer or employers in this Industry, exceeds the maximum permitted herein.

Article IV—Wages.

Minimum.

Section 1. The minimum wage for each division of this Industry shall be as follows:

	Cents per hour	
	Surface	Underground
1. Lead mining division	40¢	47½¢
2. Lead smelting and refining division	35	.....
3. Lead pigments division	40	.....
4. Metallic lead products division	35	.....
5. Metallic foil products division	35	.....

2703 provided that, as to the Smelting and Refining Division, in the Southern District, the minimum hourly rate shall be thirty (30) cents per hour. Minimum wages in all divisions of the Industry in effect on July 1st, 1933, which were above the minimum specified, shall in no case be reduced.

The minimum rates provided for hereinabove shall be considered as the lowest hiring rates applying to totally unskilled labor or common labor above ground in the Mining Division and totally unskilled labor or common labor in the other divisions of the Industry. In the Mining Division, the minimum hiring rate for underground common labor shall be not less than forty-seven and one-half (47½) cents per hour. Other classes of labor shall be compensated at rates above such minimums.

Clerical and Office Employees.

Section 2. No accounting, clerical, office, sales, or service employees shall be paid less than Fifteen (15) Dollars per week of forty (40) hours; provided, however, that office boys and girls and messengers may be paid at a rate not less than 80% of such minimum, and provided further that the number of such boys and girls and messengers so paid shall constitute not more than 5% of the total number of such employees of any one (1) office of any one (1) em-

ployer, but in any case each employer shall be entitled to at least one (1) such employee. Part time employees shall be paid an hourly rate which shall not be less than the pro rata amount of the wages specified hereinabove.

Piecework Compensation—Minimum Wages.

Section 3. This Article establishes a minimum rate of pay which shall apply, irrespective of whether an employee is actually compensated on a time rate, piecework, or other basis.

Female Employees.

Section 4. Female employees performing substantially the same work as male employees shall receive the same rate of pay as male employees, and, when they displace male employees they shall receive the same rate of pay as the men they displace.

Wages Above the Minimum.

Section 5. Equitable adjustments in all pay schedules of employees above the minimum fixed in this Code shall be made within thirty (30) days after the effective date of this Code by any employer who has not heretofore made such adjustments under the National Industrial Recovery Act. In no event, however, shall hourly rates be reduced. Within sixty (60) days after the effective date of this Code, each member of the Industry shall make a report of such adjustments whether made prior to or subsequent to the date of approval of this Code to the Code Authority.

2704 Handicapped Persons.

Section 6. A person whose earning capacity is limited because of age, physical or mental handicap, or other infirmity, may be employed on light work at a wage below the minimum established by this Code if the employer obtains from the State Authority, designated by the United States Department of Labor, a certificate authorizing such person's employment at such wages and for such hours as shall be stated in the certificate. Such authority shall be guided by the instructions of the United States Department of Labor in issuing certificates to such persons. Each employer shall file monthly with the Code Authority a list of all such persons employed by him, showing the wages paid to, and the maximum hours of work for such employee.

Apprentices.

Section 7. Employment of apprentices at rates of compensation below the minimum provided herein shall be permitted where they are apprenticed to an employer by an indenture made pursuant to the laws of the state in which such service is to be performed, under any apprentice system established and maintained by such employer, provided such indenture agreements are filed with the Code Authority. Employers shall not be allowed to have apprentices exceeding 5% of the total number of skilled craftsmen of their special class, except that each employer shall be entitled to employ at least one such employee. In no case shall an apprentice be paid less than the minimum wage provided in Section 1 of Article IV in states which do not have laws governing apprentices.

Payment of Wages.

Section 8. An employer shall make payment of all wages in lawful currency, or by negotiable check therefor, payable on demand. These wages shall be exempt from any payments for pensions, insurance or sick benefits other than those voluntarily paid by the wage earners or required by the State Laws. Pay periods for wages shall be at least semi-monthly and for salaries at least once per month. Employers shall not withhold wages except as otherwise provided for by law.

Article V—General Labor Provisions.

Child Labor.

Section 1. On and after the effective date of this Code, no person under 18 years of age shall be employed in the Lead Industry except in clerical, office, sales, service, technical and engineering departments, and no person under 16 years of age shall be employed in any capacity. In any state, an employer shall be deemed to have complied with this provision as to age of employees if he shall have on file a certificate or permit duly signed by the Authority in such state empowered to issue employment or age certificates or permits showing that the employee is of the required age.

2705 Provisions from the Act.

Section 2. (a) Employees shall have the right to organize and bargain collectively through representatives of their own choosing, and shall be free from the interference, restraint, or coercion of employers of labor, or their agents, in the designation of such representatives or in self-organization or in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.

(b) No employee and no one seeking employment shall be required as a condition of employment to join any company union or to refrain from joining, organizing, or assisting a labor organization of his own choosing, and

(c) Employers shall comply with the maximum hours of labor, minimum rates of pay, and other conditions of employment approved or prescribed by the President.

Reclassification of Employees.

Section 3. No employer shall reclassify employees or duties of occupations performed or engage in any other subterfuge for the purpose of defeating the purposes or provisions of the Act or of this Code.

Standards for Safety and Health.

Section 4. Every employer shall make reasonable provision for the safety and health of his employees at the place and during the hours of their employment. Standards of safety and health for each division of the Industry shall be submitted to the Administrator by the Code Authority within six (6) months after approval of this Code.

State Laws.

Section 5. No provision in this Code shall supersede any State or Federal Law which imposes on employers more stringent requirements as to age of employees, wages, hours of work, or as to safety, health, sanitary or general working conditions, or insurance or fire protection, than are imposed by this Code.

Posting.

Section 6. All employers shall post and keep posted complete copies of this Code and all amendments thereto in conspicuous places accessible to employees.

Company Town and Stores.

Section 7. Employees other than maintenance or supervisory men, or those necessary to protect property, shall not be required as a condition of employment, to live in homes rented from the employer. No employee shall be required as a condition of employment, to trade at a store owned or specified by an employer.

2706 Dismissal for Complaint.

Section 8. No employee shall be dismissed by reason of making a complaint or giving evidence with respect to a violation of a Code.

Article VI—Organization, Powers and Duties of the Code Authority.

Organization and Constitution.

Section 1. A Code Authority is hereby constituted and shall consist of the members of the Executive Committee of the Lead Industries Association, the Secretary of said Association, and such division chairmen who have respectively been elected to such office by such divisions in an equitable manner, approved by the Administrator, so as to be truly representative of such divisions respectively, and who are not members of the Executive Committee. In addition to membership as above provided there may be one to three members, without vote and without compensation by the Industry, to be appointed by the Administrator to serve for such terms from the date of appointment as he may specify. On the effective date of this Code the voting members of the Code Authority shall consist of eleven members but such number is subject to variation due to the contents of the foregoing provision. It is contemplated that supplementary codes of fair competition not inconsistent with this basic Code will be adopted for each division of the Industry. When and if such supplementary codes are submitted and approved they shall contain provisions for a Divisional Code Authority selected in an equitable manner so as to be truly representative of such division of the Industry subject to the approval of the Administrator, to administer the provisions of this basic Code which relates to such division, and the provisions of such supplementary Code, and in addition this basic Code Authority may delegate such of its

powers and duties as it deems necessary to such division Code Authority of such supplementary Code, provided, however, that any interested party shall have a right of appeal from any act or decision of such divisional Code Authority to the Code Authority of this basic Code.

Section 2. Each trade or industrial association directly or indirectly participating in the selection or activities of the Code Authority shall, (1), impose no inequitable restrictions on membership and, (2), submit to the Administrator true copies of its Articles of Association, By-Laws, Regulations and any amendments when made thereto, together with such other information as to membership, organization and activities as the Administrator may deem necessary to effectuate the purposes of the Act.

Section 3. In order that the Code Authority shall at all times be truly representative of the Industry and in other respects comply with the provisions of the Act, the Administrator may prescribe such hearing as he may deem proper, and thereafter, if he shall find that any basic Code Authority or divisional Code Authority is not truly representative or does not in other respects comply with the provisions of the Act, may require an appropriate modification in the method of selection of such Code Authority.

2707 Section 4. Members of the Industry shall be entitled to participate in and share the benefits of the activities of the Code Authority and to participate in the selection of the members thereof by assenting to and complying with the requirements of this Code and sustaining their reasonable share of the expenses of its administration. Such reasonable share of the expenses of administration shall be determined by the Code Authority, subject to review and approval by the Administrator, on the basis of volume of business and/or such other factors as may be deemed equitable.

Section 5. Nothing contained in this Code shall constitute the members of the Code Authority partners for any purpose. Nor shall any member of the Code Authority be liable in any manner to anyone for any act of any other member, officer, agent or employee of the Code Authority. Nor shall any member of the Code Authority exercising reasonable diligence in the conduct of his duties hereunder, be liable to anyone for any action or omission to act under this Code, except for his own wilful misfeasance or nonfeasance.

Powers and Duties.

Section 6. Subject to such rules and regulations as may be issued by the Administrator, the Code Authority shall have the following further powers and duties, the exercise of which shall be reported to the Administrator and shall be subject to his right, on review, to disapprove, after such hearing as he may prescribe, any action taken by the Code Authority. If the Administrator shall determine at any time that any action of the Code Authority or any agency thereof is unfair or unjust or contrary to the public interest, the Administrator may require that such action be suspended to afford an opportunity for investigation of the merits of such action and further consideration by such Code Authority or agency pending final action which shall not be effective unless the Administrator approves or unless he shall fail to disapprove after thirty days' notice to him of intention to proceed with such action in its original or modified form.

(a) To insure the execution of the provisions of this Code and provide for the compliance of the Industry with the provisions of the Act, subject to such rules and regulations as the Administrator may prescribe, and receive complaints of violations of this Code and disputes arising thereunder, except as otherwise hereinafter provided for in subsection (h) of this section, make investigations thereof at their own instance, provide hearings thereon, adjust such complaints and make such decisions as are necessary thereon and to interpret the provisions of the Code and to bring violations of this Code to the attention of the Administrator for prosecution, recommendation and other action.

(b) To adopt by-laws and rules and regulations for its procedure and for the administration and enforcement of the Code. The Code Authority shall promptly furnish to the Administrator true copies of the by-laws, rules and regulations adopted pursuant to this paragraph.

(c) To obtain from members of the Industry, through a confidential agency, such statistical information and reports as are required for the administration of the
2708 Code and to provide for submission by members of the Industry of such statistical information and reports as the Administrator may deem necessary for the purposes recited in Section 3 (a) of the Act, which information and reports shall be submitted by members of the Industry to such Federal and/or State agencies as the Ad-

ministrator may designate; provided that nothing in this Code shall relieve any member of the Industry of any existing obligations to furnish reports to any government agency.. No individual reports submitted to the Administrator and/or such government agencies as the Administrator may designate, shall be disclosed to any other member of the Industry or any other party except to such government agencies as may be directed by the Administrator.

(d) To use such trade associations and other agencies as it deems proper for the carrying out of any of its activities provided for herein, provided that nothing herein shall relieve the Code Authority of its duties or responsibilities under this Code and that such trade associations and agencies shall at all times be subject to and comply with the provisions hereof.

(e) To make recommendations to the Administrator for the coordination of the administration of this Code with such other Codes, if any, as may be related to the Industry.

(f) To cooperate with the Administrator in regulating the use of any N. R. A. insignia solely by those members of the Industry who have assented to, and are complying with, this Code.

(g) To call meetings of any division of the Lead Industry to consider control of production through voluntary agreement, and to recommend to the Administrator such measures as have been voluntarily agreed upon covering fair trade practices, industrial planning and production control, including stabilization of employment and conservation of natural resources.

(h) Within ninety days after the effective date of this Code, the Code Authority shall submit to the Administrator for his approval a plan for the establishment of a National Industrial Relations Board for the Industry, consisting of an equal number of representatives of employers and employees. Provision shall be made in such plan for division of the country into districts and the creation of regional industrial relations boards to comprise an equal number of representatives of employers and employees truly representative of such districts. The creation and functioning of these boards, including the selection of representatives of employees, shall be in accordance with Section 7 of the Act. Provision shall also be made for the appointment of an impartial person on each board, national and regional, to vote only where such board is unable to render a majority

decision. This plan shall provide that the regional boards shall have the authority to hear and adjudicate all complaints and disputes arising out of Articles III, IV and V of the Code, and the National Industrial Relations Board shall pass on all appeals from the regional boards solely on the basis of the record as certified by the Regional Boards to the National Industrial Relations Board. Before any such plan is approved, it shall be submitted to the Labor Advisory Board of the National Recovery Administration for their consideration and recommendations. The Administrator shall have the right, after such notice and hearing as he may specify, to review, disapprove
2709 or modify such plan and the plan shall become effective as a part of this Code when and as approved by him.

Article VII—Trade Practice Rules for Lead Pigments Division.

Section 1. The following described acts shall be deemed unfair competition for Division 3 (Lead Pigments), and shall constitute a violation of this Code.

(a) Misbranding or misrepresentation of lead pigments.

(b) No member of the Industry shall give, permit to be given, or directly offer to give, anything of value for the purpose of influencing or rewarding the action of any employee, agent, or representative of another in relation to the business of the employer of such employee, the principal of such agent or the represented party, without the knowledge of such employer, principal or party. This commercial bribery provision shall not be construed to prohibit free and general distribution of articles commonly used for advertising, except so far as such articles are actually used for commercial bribery as hereinabove defined.

(c) Inducing or in any manner attempting to induce a breach, default or cancellation of a contract between a competitor and his customer during the term of such contract.

(d) Guaranteeing for a definite time the life and/or service of lead pigments.

(e) Making false and derogatory statements with respect to the prices, policies, products, practices, business or credit of any competitor.

(f) No merchandise shall be sold at a concession, or used as an inducement, to influence the sale of any lead

products, nor shall any concession be given in the price or terms of sale of a lead product to influence the sale of any other merchandise.

Section 2. Each member of the Industry engaged in the manufacture and sale of lead pigments shall file with the Secretary within ten (10) days after the effective date of this Code, a list of the prices at which his products will be sold and a memorandum of any of his conditions of sale at variance with those set forth in Schedule "A" attached hereto and which is made a part hereof. Any change in prices or conditions of sale shall be reported to the Secretary in such manner as to reach his office within twenty-four (24) hours after the effective date of such change. Any member making a sale or quotation, which does not conform to the basis he then has on file, shall notify the Secretary in detail by letter mailed within twenty-four (24) hours. The information supplied the Secretary shall be reissued immediately to the reporting members.

Section 3. Each member of the Lead Pigments Industry, as defined in Article II, shall submit promptly to the Secretary the following periodic reports for compilation and reissuance in such manner as may be determined by the Division:

(a) Monthly reports of total production.

(b) Stocks on hand of finished merchandise at the beginning of each month.

(c) Monthly reports of total shipments.

2710 Article VIII—Trade Practice Rules For Metallic Lead Products Division.

Section 1. The following described acts shall be deemed unfair competition for Division 4 (Metallic Lead Products), and shall constitute a violation of this Code:

(a) No member of the Industry shall give, permit to be given, or directly offer to give, anything of value for the purpose of influencing or rewarding the action of any employee, agent or representative of another in relation to the business of the employer of such employee, the principal of such agent or the represented party, without the knowledge of such employer, principal or party. This commercial bribery provision shall not be construed to prohibit free and general distribution of articles commonly used for advertising, except so far as such articles are actually used for commercial bribery as hereinabove defined.

(b) Making allowance for sales promotion and advertis-

ing in excess of actual amount expended, or making excessive expenditures on behalf of or for the benefit of a customer.

(c) Misbranding or misrepresenting the percentage or quality of various metals in any products.

(d) No member of the Division shall secretly offer or make any payment or allowance of a rebate, refund, commission, credit, unearned discount or excess allowance, whether in the form of money or otherwise.

(e) Accepting orders guaranteed against a decline in price.

(f) Making false and derogatory statements with respect to competitors' prices, policies, products, practices, business or credit.

(g) Giving any other product at a concession in price or giving it away free, in order to influence the sale of any lead product.

(h) Changing prices after the award of a contract and specifically, but without limitation, canceling any undelivered portion of a contract for the purpose of effectuating a new contract with the buyer when the purpose of such cancelation is to create an unfair price advantage for a Member of Industry.

(i) Contracting for unspecified quantities at a fixed price or giving options at fixed prices for unspecified quantities.

(j) Inducing or in any manner attempting to induce a breach, default or cancellation of a contract, between a competitior and his customer, during the term of such contract.

(k) Taking back obsolete material or material damaged not by the vendor's fault at any value other than its value as secondary material.

Section 2. The following unfair trade practices apply to the Type Metal Business only:

(a) Attaching drum tags to competitors' dross drums without receiving authority to do so from the prospect or customer.

(b) Failing to return competitors' drums to their owner within a period not exceeding thirty days from time of their receipt.

2711 **Article IX—Trade Practice Rules for Metallic Foil Products Division**

Section 1. The following described acts shall be deemed unfair competition for Division 5 (Metallic Foil Products) and shall constitute a violation of this Code:

(a) No member of the Division shall publish untruthful advertising nor shall any member in any way misrepresent any goods or credit terms.

(b) No member of the Division shall knowingly withhold from or insert in any quotation or invoice any statement that makes it inaccurate in any particular.

(d) No member of the Division shall secretly offer or made any payment or allowance of a rebate, refund, commission, credit, unearned discount or excess allowance, whether in the form of money or otherwise.

Article X—Export Trade.

No provision of this Code relating to prices or terms of selling, shipping or marketing, shall apply to export trade or sales or shipments for export trade, or transactions in the foreign commence of the United States.

Article XI—Application of Code to Operations Wherein Other Metals Are Produced

Section 1. If any member of the Industry is also a member of any other Industry, provisions of this Code shall apply only to that portion of its business which is a part of the Lead Industry.

Section 2. Where there is any question as to whether lead is the major production from the operations which do or which might produce lead, zinc, copper, gold, silver or other materials, then in any and every such event the question as to which Code of Fair Competition shall govern such operations of any such member of this Industry, shall be referred to a Coordination Committee. This Coordination Committee shall be composed of two members to be appointed by each of the Code Authorities for such industries as may be involved in each particular question. In the event such Committee is unable to reach a majority conclusion, then either the Committee shall elect an additional impartial member or upon their failure so to agree on such additional impartial member, the Administrator then may appoint such additional impartial committee

member. Any member of the Industry, the operations of which may raise such a question, shall file a statement of fact with the Code Authority for its Industry, and such statement shall contain a statement of its preference as to the Code it would prefer to have such operations be governed by, and such preference shall be granted unless such Coordination Committee shall find that the granting thereof would be unfair in view of the rights of others or that it would have a tendency contrary to the effectuation of the policies of the Act. Any action taken by the Coodination Committee shall be referred to the Administrator and shall be subject to his disapproval.

2712 Section 3. Within ten (10) days after the effective date of this Code, any member of this Industry may file such a statement of fact and preference as to being governed by any of such other Codes which may at that time be in effect. Thereafter upon any such other Code becoming effective, such statement may then be filed; provided, however, that until any such statement is filed and decision is made thereon by such Coordination Committee, such operation of such member of this Industry shall be governed by the provisions of this Code.

Section 4. From time to time thereafter if conditions change, members of this Industry shall be entitled to file such statements of fact and preference as to change of a portion of their operations from the jurisdiction of one Code to the jurisdiction of another, and in such event they shall be handled in the same manner as provided for above.

Section 5. The foregoing Sections 1 to 4 inclusive of this Article XI, shall not be effective until Codes of Fair Competition for the copper and zinc industries, containing an Article substantially the same as this Article XI, have been approved, and are in effect, and certified copies of such approved codes have been filed with the Code Authority for this Industry.

Article XIII—Monopolies

Section 1. This Code and all the provisions thereof are expressly made subject to the right of the President, in accordance with the provisions of Subsection (b) of Section 10 of the Act, from time to time to cancel or modify any order, approval, license, rule, or regulation issued under said Act and specifically, but without limitation, to the right of the President to cancel or modify his approval

of this Code or any conditions imposed by him upon his approval hereof.

Section 2. Such of the provisions of this Code as are not required to be included therein by the Act may, with the approval of the Administrator, be amended as provided in Section 3 hereof, in such manner as may be indicated by the needs of the public, by changes in circumstances, or by experience; all the provisions of this Code, unless so modified or eliminated, shall remain in effect until the expiration of Title I of the Act.

Section 3. An amendment to this Code or any Codes supplemental thereto affecting or pertaining to the several divisions of the Lead Industry, may be proposed by any interested party either to the divisional Code Authority, the Basic Code Authority, or directly by or to the Administrator. All such proposed amendments shall be referred to the division affected or interested and then shall be submitted by said division to the Basic Code Authority, who shall give Members of the Industry an opportunity to be heard thereon, and thereafter the Code Authority may make such recommendations thereon as are deemed proper; provided, however, that when approved by the Administrator as necessary to effectuate the policies of the Act, after such notice and hearing as he may prescribe, any proposed amendment shall thereupon become effective as a part of this Code

2713 Article XIII—Monopolies

No provision of this Code shall be so applied as to promote monopolies or monopolistic practices, or to eliminate, oppress, or discriminate against small enterprises.

Article XIV—Effective Date

This Code shall become effective beginning the second Monday after its approval by the Administrator.

Approved Code No. 442.
Registry No. 1217-8-01.

2714 Schedule A

Article I—Conditions For Sale of Lead Oxides in Lots of Less Than Twenty Tons

A. "Sale" or "Order" as used herein includes any transaction whereby a Member of the Industry makes a

quotation on, or becomes obligated to sell and deliver material.

B. Whatever terminology may be used, the intent and meaning thereof shall conform to the following requirements of sale:

(1) Material.—Dry Oxides of Lead, or mixtures consisting principally thereof, each grade of material to be specifically designated.

(2) Quantity.—Any amount as agreed between Buyer and Seller.

(3) Packages.—As agreed between Buyer and Seller. Special packages required by Buyer shall be charged for according to cost.

(4) Price.—(a) Seller's card or quoted price in effect on date order is received with allowance as follows:

(1) Not more than one-half cent (½¢) per pound for minimum shipment of five (5) tons for one buyer at one time to one destination.

(b) Emergency shipments of smaller quantities may be made at the 5-ton price only to a customer for whom the Seller has a 5-ton order on hand for the same material for immediate shipment, or five (5) tons en route to the same destination.

(c) No protection against decline in Seller's price may be given.

(d) Red Lead containing ninety-seven per cent (97%) or ninety-eight per cent (98%) Pb_3O_4 shall be so marked on the package and shall be sold at not less than one-quarter cent (¼¢) and one-half cent (½¢) per pound, respectively, over Seller's price for grades of lower Pb_3O_4 content.

(5) Delivery.—F.O.B. cars Seller's shipping point, or by truck F.O.B. Buyer's premises.

(6) Transportation Allowance.—(a) Since transportation is included in the Seller's price, the actual freight paid by Buyer shall be allowed as deduction. No cartage allowance shall be made to Buyer for use of his own truck.

(b) If shipment is made by Buyer's boat, Seller may allow actual amount he would have paid for like transportation at minimum published tariffs in effect on date of shipment.

(7) Shipment.—Shall be made at least within thirty (30) days from date order is received.

(8) Terms.—Net thirty (30) days, less one per cent (1%) for cash in ten (10) days from date of shipment.

(9) Taxes.—Any tax or other charge imposed by Federal Law upon the production and/or sale and/or shipment of Lead Oxides shall be added to the price to be paid by the Buyer on any transaction to which such charge is applicable.

Article II—Conditions for Sale of Lead Oxides in Lots of at Least Twenty Tons

A. "Sale" or "Order" as used herein refers to any transaction whereby a Seller quotes on or becomes obligated to deliver material.

B. Whatever terminology may be used, the intent and meaning thereof shall conform to the following requirements of sale:

(1) Material.—Dry Oxides of Lead, or mixtures consisting principally thereof, each grade of material to be specifically designated.

(2) Quantity.—As agreed between Buyer and Seller; provided, that each order or release shall be an amount not less than twenty (20) tons to one destination and for account of not more than one Buyer.

(3) Period.—As specified.

2715 (4) Packages.—As agreed between Buyer and Seller. Special packages required by Buyer shall be charged for according to cost.

(5) Price.—(a) Shall be determined by adding a differential, as agreed upon by Buyer and Seller, to the price of common Lead at New York, the Lead price applying to each order to be specified by the Buyer at the time order is placed, as:

(1) The American Smelting & Refining Company's quotation at the close of the market on the day the order is received by Seller

or

(2) The American Smelting & Refining Company's quotation at the close of the market on a future date definitely agreed upon by Buyer and Seller when order is accepted

or

(3) The average quotation, as reported in one of the publications known as the American Metal Market and the Engineering & Mining Journal, for a future period definitely agreed upon by Buyer and Seller when the order is accepted. If the Lead price is determined by the method

herein outlined, Seller must require Buyer to specify before the beginning of the governing period the exact quantity of material to be priced in this manner. Deferred shipments shall be billed on the basis originally applicable thereto. Additional quantities required during the governing period shall be considered as new orders and shall be priced in accordance with (1) or (2) above.

(b) Emergency shipments of smaller quantities may be made on the twenty (20) ton price basis only to a customer for whom the Seller has a twenty (20) ton order on hand for the same material for immediate shipment, or twenty (20) tons en route, to the same destination.

(c) No protection against decline in Seller's price may be given.

(d) Red Lead containing ninety-seven per cent (97%) or ninety-eight per cent (98%) Pb_3O_4 shall be so marked on the package and shall be sold at not less than one-quarter cent (¼¢) and one-half cent (½¢) per pound, respectively, over Seller's price for grades of lower Pb_3O_4 content.

(6) Delivery.—(a) F.O.B. cars Seller's shipping point

or

(b). By truck complete within three (3) days, F.O.B. Buyer's premises.

(7) Transportation Allowance.—(a) Since transportation is included in the Seller's price, the actual freight paid by Buyer shall be allowed as a deduction. No cartage allowance shall be made to Buyer for use of his own truck.

(b) If shipment is made by Buyer's boat, Seller may allow actual amount he would have paid for like transportation at minimum published tariffs in effect on date of shipment.

(8) Shipment.—Shall be made at least within sixty (60) days from,

(a) The date on which the price of pig lead governs the sale,

or

(b) The beginning of the period during which the average price of Pig Lead governs the sale.

(9) Terms.—Net thirty (30) days.

(10) Taxes.—Any tax or other charge imposed by Federal Law upon the production and/or sale and/or shipment of Lead Oxides shall be added to the price to be paid by the Buyer on any transaction to which such charge is applicable.

Article III—Conditions for Sale of Basic Lead Carbonate (Dry White Lead)

A. "Sale" or "Order" as used herein includes any transaction whereby a Member of the Industry makes a quotation on or becomes obligated to sell and deliver material.

B. Whatever terminology may be used, the intent and meaning thereof shall conform to the following requirements of sale:

(1) Quantity.—Any amount as agreed between Buyer and Seller.

2716 (2) Period.—As desired, to be specified.

(3) Packages.—As agreed between Buyer and Seller.

(4) Price—(a) Spot Sales.—Seller's card or quoted price in effect on date order is received.

(b) Contract Sales.—1. Seller's price on date contract is made with protection against advance or decline on the undelivered portion to the end of the current calendar quarter.

2. On contracts extending beyond the current calendar quarter, the price applying to subsequent deliveries shall be seller's price in effect on the first day of the calendar quarter in which they are made, with protection against advance or decline on the undelivered portion to the end of each quarter.

(c) The price for minimum twenty (20) ton lots for one Buyer to one destination, shipped by rail in one carload, or delivered by truck within a period of three (3) days, shall be not more than one-quarter cent (¼¢) per pound less than that charged for smaller quantities.

(d) Emergency shipments of smaller quantities may be made at the twenty (20) ton price only to those customers for whom the Seller has a twenty (20) ton order on hand for the same material for immediate shipment, or a carload (twenty (20) tons) en route, to the same destination.

(5) Delivery.—F.O.B. cars Seller's shipping point, or by truck F.O.B. Buyer's premises.

(6) Transportation Allowance.—Since transportation is included in the Seller's price, the actual freight paid by Buyer shall be allowed as deduction. No cartage allowance shall be made to Buyer for use of his own truck.

(7) Shipment—(a) Spot Sales.—Within thirty (30) days from date order is received.

(b) Contract Sales.—Within the period covered by the contract.

(8) Terms.—Net thirty (30) days, less one per cent (1%) for cash in ten (10) days from date of shipment.

(9) Taxes.—Any tax or other charge imposed by Federal Law upon the production and/or sale and/or shipment of white lead shall be added to the price to be paid by the Buyer on any transaction to which such charge is applicable.

3403 COMMISSION'S EXHIBIT NO. 836.

Memorandum of Facts Covering Production of Lead Pigments at East Chicago, Indiana by International Smelting and Refining Company and Its Predecessors.

The production of dry white lead was begun by the Anaconda Lead Products Company at East Chicago, Indiana, in 1919. The first sales were made on January 15, 1920, and regular production began in February 1920.

The Anaconda Lead Products Company first began to manufacture white lead-in-oil at East Chicago, Indiana in 1931, its first sales of that product being made in March of that year, although regular production did not get underway until December.

In 1919, the Anaconda Copper Mining Company owned 75% of the stock of the Anaconda Lead Products Company. The remaining 25% was acquired in 1936 and on October 31, 1936, it was dissolved and all of its assets and property were transferred to the International Smelting and Refining Company.

Following the acquisition of the assets and property of the Anaconda Lead Products Company in 1936, the International Smelting and Refining Company continued the manufacture of both dry white lead and white lead-
3404 in-oil through its Pigment Division until the latter part of July, 1946.

On June 1, 1946, the International Smelting and Refining Company addressed a communication to the dry pigment trade (a copy of which is attached hereto, marked "Exhibit A"), stating that, because of shortage of labor and supplies, higher prices for both of these, quotas which reduced volume and automatically increased production

costs and restrictions for prices on finished products, it had been decided to discontinue operations permanently.

On June 20, 1946, notice was addressed to the lead-in-oil trade (a copy of which is attached hereto, marked "Exhibit B"), stating that it had been decided to permanently suspend operations at the East Chicago, Indiana plant of the International Smelting and Refining Company and discontinue the business.

Production of dry white lead stopped on July 16, 1946, and that of lead-in-oil on July 23, 1946.

No further orders for dry white lead or white lead-in-oil were accepted after August 1, 1946, and all such materials on hand were shipped to customers by the end of that month.

The Anaconda Sales Company, which is a wholly
3405 owned subsidiary of the Anaconda Copper Mining Company, has acted as a sales agency for both the Anaconda Lead Products Company and the International Smelting and Refining Company in selling dry white lead and white lead-in-oil. The International Smelting and Refining Company also sold directly to the trade dry white lead and white lead-in-oil through its Pigment Division.

The International Smelting and Refining Company, Pigment Division, allowed the Anaconda Sales Company one-fourth (¼) of 1% commission on the gross business booked by it.

The Anaconda Copper Mining Company has never engaged in the manufacture or sale of dry white lead or white lead-in-oil.

The principal source of supply of pig lead, which was used in the production of lead pigments, was lead bullion smelted by the International Smelting and Refining Company at Tooele, Utah, and refined at East Chicago, Indiana. A small amount of pig lead was secured through the treatment of secondary lead at East Chicago, which was purchased on the open market.

The territory in which business was solicited, and where most of the sales were made, was generally east of the Mississippi River. Some business was indirectly solicited, mainly through manufacturer's agents, in Kansas City, Dallas, Houston and on the Pacific Coast.

3406 The products in question were shipped direct to customers and also warehoused. Shipments to warehouses were generally in carload quantities, although occasionally less than a carload shipment was made because

of an emergency or because of some special reason. The warehouses serviced the territory in their immediate vicinity and were located at various times in the following cities: Boston, Brooklyn, Newark, Philadelphia, Akron, Indianapolis, Detroit, St. Louis, Louisville, Minneapolis, Kansas City, Dallas, Houston, Los Angeles, San Francisco, Oakland, Portland and Seattle. Shipments made direct to customers from East Chicago were made on both written and verbal orders of customers and also on written and verbal instructions from International's agents.

Dry white lead has never been sold under consignment and white lead-in-oil has only been sold under consignment contract in the State of Wisconsin where it was employed to protect the Company under the local laws covering the insolvency of vendors. In other states, sales were made through what was known as a consignment arrangement. By means of this, materials were delivered to dealers and about the 25th of each month a form was sent to them, on which the dealers inserted the amount of white lead-in-oil on hand at the time of the previous re-
3407 port and the amount presently in stock the difference between the two being the amount which had been sold during the preceding 30 days, and the dealers were invoiced for this upon the receipt of the reports, the usual terms being 2% 10 days, net 60. In computing the time on these discounts, the date used was that of the mailing of the invoices to the customer. This dealer arrangement was commenced in November of 1932. A copy of the consignment contract used in Wisconsin is attached hereto marked "Exhibit C."

When the Anaconda Lead Products Company first commenced making and selling white lead-in-oil, there were no price cards or selling information published; neither was there a map dividing the country in zones and it cannot be ascertained when a zone map was first used. The first time that it clearly appears that the present map and differentials were used was at the time of the price change on January 1, 1937. From that date until the International Smelting and Refining Company discontinued the lead pigment business, the various zones, as hereinafter set forth, were used in the sale of white lead-in-oil.

The par zone consisted of the states of Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Con-
necticut, New York, New Jersey, Pennsylvania, Dela-
3408 ware, Maryland, West Virginia, Ohio, Kentucky (less the western tip), Indiana, Michigan, Illinois (less

the northwestern border) and Wisconsin (less the western edge).

The ⅛¢ over par zone consisted of the states of Virginia (less the western one-third), Minnesota, Iowa, Missouri (less St. Louis and the immediate vicinity) and the western tip of Kentucky, the northwestern border of Illinois and the western edge of Wisconsin. Also included in this zone were the cities of Lincoln, Omaha, Kansas City, Leavenworth and Atchison.

The ¼¢ over par zone consisted of the states of North Dakota, South Dakota, Nebraska (less Lincoln and Omaha), Kansas (less Kansas City, Leavenworth and Atchison), Tennessee and the western one-third of Virginia.

The ½¢ over par zone consisted of Wyoming, Colorado and Oklahoma.

The ¾¢ over par zone consisted of the state of Texas (less the western tip embracing the El Paso District).

The 1¢ over par zone consisted of the state of New Mexico, plus the western tip of Texas embracing the El Paso District.

3409 The pricing in the Pacific Coast area was based on a par territory surrounding San Francisco, with differentials over par for the rest of the state and for the other states in that district. There are hereinafter set forth the states and districts included in those differentials: California: Par territory: San Francisco and south to San Jose, inclusive; Oakland; Berkeley; Richmond to Hayward, inclusive. ¼¢ over par: Stockton; Sacramento; Fresno; Modesto; Los Angeles: metropolitan Los Angeles district, which includes Santa Monica, San Pedro, Wilmington, Long Beach, Pasadena, Glendale, Burbank, North Hollywood and intermediate towns; San Diego. ½¢ over par: Eureka, Bakersfield. Idaho: ¾¢ over par: Boise; Lewiston; Pocatello; Twin Falls. Montana: ¾¢ over par: Anaconda; Kalispell; Butte; Billings; Great Falls; Helena; Missoula. Nevada: ½¢ over par: Reno. Oregon: ¼¢ over par: Portland. Utah: ¾¢ over par: Salt Lake City; Ogden. Washington: ¼¢ over par: Seattle; Tacoma. ½¢ over par: Spokane; Walla Walla; Yakima. (The price bases over par apply only to the terminal points listed. For instance, in Nevada the only terminal point is Reno at ½¢ per pound over par. All other towns in the state of Nevada would be f.o.b. par territory, or ½¢ over par, f.o.b. Reno.)

White lead-in-oil was sold in kegs and cans and there

was a difference in price, in addition to the differen-
3410 tials that apply in the various zones, depending upon the size of the kegs and cans. For the par territory using the January 26, 1942 card, this is shown as follows:

Net Weight	Cents per lb.	Price per pkg.
100 lb. keg	10½	$10.50
50 lb. keg	10¾	5.38
25 lb. keg	11	2.75
12½ lb. keg	11¼	1.41
*5 lb. keg	12½	
*1 lb. keg	14	

*Heavy Paste only.

All of the above prices applied to any quantity of the various size containers except carload lots.

International's 5 and 1 pound cans came in heavy paste only. The 5 pound cans were packaged in cartons of 6 and the 1 pound cans were packaged in cartons of either 6 or 12.

The position of International with relation to the total per cent. of white lead-in-oil sold annually by the industry from 1937 through 1945 is hereinafter set forth:

1937	3.24%
1938	3.12%
1939	3.79%
3411 1940	4.03%
1941	3.82%
1942	3.78%
1943	3.08%
1944	3.20%
1945	3.8%

Dry white lead was never sold on any zone basis comparable to that used for the sale of white lead-in-oil. All prices for dry white lead were f.o.b. East Chicago, Indiana, or nearest warehouse, with freight or cartage allowed. A discount of ¼¢ per pound was given for carload lots consisting of 20 tons in one delivery and on one invoice.

The first date on which it can be definitely determined that a zone system was used in the sale of dry white lead was on October 1, 1935, and no changes were made in that zone system from then until the time the International Smelting and Refining Company discontinued the lead pigment business. The country was divided into a par zone and the Pacific Coast area. An additional charge of ¼¢

per pound over the par price was made for sales in the Pacific Coast area, which embraced the states of Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington and Wyoming.

The position of International with relation to the 3412 total per cent. of dry white lead sold annually by the industry from 1937 through 1945 is hereinafter set forth:

1937	19.34%
1938	15.42%
1939	15.52%
1940	14.60%
1941	13.79%
1942	12.56%
1943	10.49%
1944	11.38%
1945	11.9%

The Anaconda Lead Products, the Anaconda Sales Company and the International Smelting and Refining Company have generally adhered to their published and announced prices, terms and conditions of sale on lead pigments. Statistics as to monthly and annual production, stocks and shipments of lead pigments have been furnished to the Lead Industries Association and, in turn, similar information has been received from said Association covering the operations of the industry as a whole.

3413 "Exhibit A."

Letterhead of

International Smelting and Refining Company,
East Chicago, Indiana.

June 1st, 1946

To the Trade:

Our operations at East Chicago have been seriously affected by the troubles with which every concern has to contend. We refer principally to shortages of labor and supplies, higher prices for both of these, quotas which reduce volume and automatically increase production costs and restrictions on prices for finished products.

Because of these conditions operations at East Chicago have been unsatisfactory for some time. Since it appears unlikely that there will be sufficient relief reasonably soon

it has been decided that operations will be discontinued permanently.

We expect to fulfill any second quarter obligations to our regular customers that we may have. All available tonnage will be distributed equitably and the regular grades will be furnished to the extent that this is possible.

We appreciate the consideration the trade has shown us during the many years we have been in business. We regret this action is necessary but feel no other course is open to us.

International Smelting and Refining Company

3414 "Exhibit B."

Letterhead of

International Smelting and Refining Company,
East Chicago, Indiana.

June 20, 1946

To the Trade:

It has been decided to permanently suspend operations at the East Chicago Plant of the International Smelting and Refining Company and discontinue the business.

We appreciate the consideration the trade has shown us during the many years we have been in business. We regret this action is necessary but feel no other course is open to us.

International Smelting and Refining Company

3415 "Exhibit C."

Consignment Agreement.

This agreement made this ..... day of ....., 193..., by and between the International Smelting and Refining Company, Pigment Division, a corporation, of East Chicago, Indiana, hereinafter referred to as the "Manufacturer" and ..... Company having a principal place of business and office at ....., state of ....., hereinafter referred to as the "Consignee":

1. The Manufacturer shall from time to time consign to the Consignee at its place of business on consignment, Anaconda Lead-in-Oil in cans of 100#, 50#, 25#, 12½#, 5#, and/or 1# size, which bear the caption Anaconda

White Lead, in quantities, which shall be desired by the Consignee and agreed to by the Manufacturer, such goods to be billed to the Consignee on memorandum invoice.

2. It is agreed that the Consignee shall exercise due care in maintaining the condition of these goods and that it will be responsible to the Manufacturer for their loss, theft, or damage according to the price schedules at which they were consigned. The Consignee agrees to carry the consigned stock at its own expense and in its regular place of business at the above designated location in such a manner that it can be readily identified as the property of the Manufacturer. The consigned stock shall be at all times until sold by the Consignee the property of the Manufacturer and open to the inspection of its officers and agents.

3. The Consignee is to report to the Manufacturer on the ..... day of each month for the merchandise which it holds on consignment and remit to the Manufacturer for the proceeds realized from the sale of consigned merchandise in accordance with the prices and terms as set forth in the price cards which will be furnished by the Manufacturer periodically to the Consignee. The price of the consigned merchandise will be that of the latest price card furnished by the Manufacturer and the Consignee agrees that upon the receipt of notice of change in current prices, it will furnish the Manufacturer with a detailed report of the consigned stocks on hand.

4. It is understood and agreed that the Consignee is not the agent of the Manufacturer and has no power to bind or contract for the Manufacturer in any way whatsoever. All sales made from the consigned stock shall be for the account of the Consignee and not the Manufacturer.

5. This agreement may be terminated by either party on thirty days' notice and at the option of the Manufacturer in the event of the insolvency of the Consignee without prejudice to any rights it may have against the Consignee. Upon the termination of this agreement for any cause, the Manufacturer's merchandise held by the Consignee shall be returned on the demand or request of the Manufacturer.

3416 6. Unless terminated by either party as hereinbefore provided, this agreement shall continue in full force and effect until one year from the date hereof and thereafter from year to year until written notice of

termination is given by either of the parties to the other as hereinbefore provided.

7. Should the Consignee herein at any time become insolvent or make an assignment for the benefit of creditors, or a voluntary or involuntary petition in bankruptcy be filed against said Consignee, all goods of the Consignor, then in possession of the Consignee, shall upon demand, be immediately returned to the Consignor.

In Witness Whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

International Smelting and Refining Company
Pigment Division

By .....

.....
Consignee

By .....

4573 COMMISSION'S EXHIBIT NO. 851.

Lead Production and Consumption in the United States.
(In tons of 2,000 lb.)

Year	I Receipts in U. S. Ore	II Shipments ex Primary Refineries	III Consumption Computed by Industries	IV Percentages Furnished Primary Refiners	V Percentages Correlated with Domestic Ore	VI Lead exported with Drawback
1930	564,770	637,384	768,600	82.9	73.5	12,161
1931	404,976	429,949	567,700	75.7	71.3	10,503
1932	288,276	317,261	416,700	76.1	69.2	7,220
1933	274,389	347,156	449,500	77.2	61.0	6,508
1934	292,730	379,807	488,000	77.8	60.0	7,472
1935	328,842	433,456	538,900	80.4	61.0	8,995
1936	369,311	513,361	633,550	81.0	58.3	8,312
1937	468,800	575,933	678,700	84.9	69.1	8,679
1938	367,791	421,625	546,000	77.2	67.4	9,061
1939	411,269	555,074	667,000	83.2	61.7	10,379
Totals, 1930-1939	3,771,154	4,611,006	5,754,650	80.1	65.5	89,290
1940	451,202	640,000	782,000	81.8	57.7	15,604
1941	460,191	964,000	1,050,000	91.8	43.8	14,293 (a)
1942	491,676		1,000,000		49.2	
1943	456,991		1,100,000		41.5	

(a) January-September only.

In the above table receipts of lead in ore are the annual aggregates of monthly reports, reflecting the lead content computed as recoverable. Shipments ex refineries are also the annual aggregates of the monthly reports. Into those shipments a large quantity of secondary lead has already entered. Consumption computed by industries is as given annually in this Year Book, and is inclusive of soft lead and hard lead, both primary and secondary. Column IV is II ÷ III. Annual variations above and below the 10-year average of 80% are possibly associated with the price for lead, the percentage being minus in the period of low price and plus in the period of higher price. Column V is I ÷ III. The wide range in these annual percentages is associated with plus or minus in stocks of ore, scrap and base bullion. The quantities given in column VI are included in column III and represent manufactures from imported lead on which duty was paid and subsequently refunded. The comments hereinbefore refer to conditions prior to 1940, in which year and subsequently conditions have been confused by the importation into U. S. A. of large tonnages of refined lead from foreign countries, out of which shipments have been made into domestic consumption. Such shipments are included in the second column.

Some American Manufactures of Lead

Year	Litharge (a)	Red Lead (a)	White Lead, Dry (a)	White Lead in Oil (a)	Lead Pipe and Sheet (b)
1934	62,767	24,356	18,555	45,922	31,000
1935	70,953	25,880	22,582	57,589	34,200
1936	78,772	30,860	25,183	60,204	40,000
1937	74,762	32,469	30,563	55,469	45,500
1938	62,014	26,018	21,218	49,912	36,000
1939	78,738	35,520	23,644	51,304	43,000
1940	81,681	38,270	23,742	41,693	51,000
1941	109,750	47,087	43,298	41,048	77,000
1942	82,325	44,604	33,993	37,797	90,000
1943	98,551	45,946	30,393	16,921	100,000

(a) As reported by the Lead Industries Association, expressed as lead content. These manufactures appear in the accounting for lead consumption on page 41, but the analysis here is different, and apparently some small productions under the several heads are omitted. (b) Estimated; including sundry extruded products and fittings.

Use of Lead in the United States (a)
(In tons of 2,000 lb.)

Purpose	1934	1935	1936	1937	1938	1939	1940	1941	1942	1943
White Lead	64,500	80,000	85,500	86,000	71,000	75,000	65,500	85,000	75,000	50,000
Red lead and litharge (b)	42,000	47,500	54,000	57,000	43,000	57,200	59,400	89,100	68,000	79,000
Storage batteries	163,000	175,000	191,000	192,000	167,000	198,000	220,200	245,000	215,600	257,000
Cable covering	35,200	38,900	61,400	90,000	60,000	74,400	107,400	173,000	165,000	132,000
Building (c)	30,000	32,000	40,000	45,000	36,000	50,000	65,000	95,000	110,000	62,000
Automobiles	7,300	10,000	11,100	12,000	6,000	8,900	11,000	12,000	3,000	1,000
Ammunition	34,800	29,200	32,500	39,500	31,200	42,300	56,000	71,500	83,000	178,000
Terne plate	2,600	4,700	6,200	6,400	4,300	6,000	6,000	8,700	4,900	5,000
Foil	16,200	15,900	28,500	21,700	22,000	21,800	23,500	45,000	7,700	13,000
Bearing metal	12,100	13,000	16,500	15,900	9,000	12,800	14,000	25,000	20,000	23,000
Solder	16,000	20,000	22,000	22,000	15,000	20,000	24,000	36,000	38,000	38,000
Typemetal	13,000	15,000	17,000	17,000	12,000	14,000	16,800	20,000	20,000	17,000
Calking	10,000	12,000	13,500	15,000	12,000	16,000	19,200	31,000	40,000	30,000
Castings	5,000	5,000	5,750	6,000	6,000	7,500	9,000	14,000	(e)	(e)
Other uses (d)	36,300	40,700	48,600	54,100	51,500	63,100	85,000	99,700	149,800	215,000
Totals	488,000	538,900	633,550	678,700	546,000	667,000	782,000	1,050,000	1,000,000	1,100,000

(a) Includes antimonial lead. (b) Exclusive of oxides for storage batteries. (c) Under the head of building is included the lead used in chemical construction. (d) Among "Other Uses" the largest item in recent years has been the manufacture of lead-tetraethyl for tempering gasoline. Also included are lead for brass making, collapsible tubes, lead-lined pipe, lead-headed nails, railway equipment, shipbuilding and many miscellaneous uses. The figures for 1942-43 include lead exported. (e) Included in "Other Uses."

Note.—We estimate that about 75% of the lead that goes into storage batteries returns into production of soft and hard lead, which production is not accounted fully in prior tables owing to omission of most of the secondary smelters. For this reason the totals in the above accounting are in excess of shipments reported ex-primary refineries.

In the accounting for the use of lead in 1941 the allocation to ammunition does not include the use for that purpose in the government arsenals, and also omitted are consignments of refined pig lead for governmental use otherwise. For these reasons the total of the accounting falls short of the computational consumption of lead by difference in the introductory page of this section; and for the same and similar reasons a percentage computation of uses in 1941-43 is omitted.

Use of Lead in the United States by Percentage

Purpose	1931	1932	1933	1934	1935	1936	1937	1938	1939	1940
White lead	13.65	13.08	13.15	13.22	14.85	13.50	12.67	13.00	11.24	8.38
Red lead and litharge	3.17	7.68	8.45	8.61	8.81	8.52	8.40	7.87	8.58	7.59
Storage batteries	27.66	33.12	32.70	33.40	32.47	30.15	28.29	30.59	29.69	28.16
Cable covering	20.61	13.32	6.99	7.21	7.22	9.69	13.26	10.99	11.15	13.73
Building	7.05	5.28	5.78	6.15	5.94	6.31	6.63	6.59	7.50	8.31
Automobiles	1.06	.84	1.11	1.50	1.86	1.75	1.77	1.10	1.33	1.41
Ammunition	5.23	5.59	7.19	7.13	5.42	5.13	5.82	5.71	6.34	7.16
Foil	3.52	3.36	5.01	3.32	2.95	4.50	3.20	4.03	3.27	3.00
Bearing metal	2.11	2.40	2.54	2.48	2.41	2.61	2.21	1.65	1.92	1.79
Solder	3.61	3.36	3.56	3.28	3.71	3.47	3.24	2.75	3.00	3.07
Typemetal	2.54	2.59	2.45	2.66	2.78	2.68	2.50	2.20	2.10	2.15
Calking	2.64	2.40	2.67	2.05	2.23	2.13	2.21	2.20	2.40	2.46
Other uses	7.15	6.98	8.40	8.99	9.35	9.56	9.80	11.32	11.48	12.79
Totals	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00

4577 COMMISSION'S EXHIBIT NO. 852.

Letterhead of Strange, Myers, Hinds & Wight,
New York City.

December 18, 1946.

Joseph S. Wright, Esq.,
Trial Attorney,
Federal Trade Commission,
Washington, D. C.

Dear Mr. Wright:

Re: F. T. C. *vs.* National Lead Co. et al.

As requested in your letter of the 29th, The Glidden Company has prepared, and I enclose herewith, a list of storage battery manufacturers who purchased lead oxides from its Metals Refining Company Division at Hammond, Ind. from Oct. 1, 1941 to Dec. 31, 1941, and at the next hearing I shall be willing to stipulate these facts, subject of course to correction and to objections as to materiality and relevancy, though waiving any objection as to the competency of the evidence.

One of the Glidden employees informs us that Glidden's terms of sale at that time were "f.o.b. Hammond, Ind. freight allowed", and if desired that fact also will be stipulated with the same conditions.

I trust that the foregoing will serve your purpose. If not, please let me know immediately so that if anything further is required I can make an effort to get it for you before the hearing on January 7th.

With kindest regards, I am

Very sincerely yours,

Roger Hinds.

RH:ML
CC: Mr. Duncan,
Mr. Knight.

LIST OF STORAGE BATTERY MANUFACTURERS WHO PURCHASED LEAD OXIDES FROM
METALS REFINING COMPANY, HAMMOND, INDIANA
From October 1, 1941 to December 31, 1941

852-B

CUSTOMER	SHIPPED FROM	SHIPPED TO	SHIPPED VIA	FREIGHT RATE	
CARLOAD LOTS					
Philco Corp. (Storage Battery Div.) Philalphia	Hammond	Trenton,N.J.	IHB, Penn R.R.	41¢	CWT
Gibbs Battery Co., Inc. Corydon, Iowa	Hammond	Corydon	Truck	38¢	"
Bowers Battery Mfg. Co., Reading, Pa.	Hammond	Readin	IHB, NYC RR	38¢	"
Federal Storage Battery Co., Chicago	Hammond	Chicago	Truck	11¢	"
FIVE TON LOTS					
Batteries, Inc., Detroit, Mich.	Hammond	Detroit	Truck	46¢	"
Federal Storage Battery Co., Chicago	Hammond	Chicago	Truck	15¢	"
Merrimac Battery Plate Co., Louisville, Ky.	Hammond	Louisville	Truck	48¢	"
Wagg Battery & Mfg. Co., Wapello, Iowa	Hammond	Wapello	Truck	46¢	"
Wonch Battery Co., Okemos, Michigan	Hammond	Okemos	Truck	42¢	"
Apex Battery Mfg. Co., Chicago	Hammond	Chicago	Truck	15¢	"
Wagg Battery Mfg. Co., Wapello, Iowa	Hammond	Wapello	Truck	46¢	"
LESS THAN FIVE TON LOTS					
Quaker Battery Co., Berwyn, Illinois	Hammond	Berwyn	Truck	15¢	"
Shurstart Battery Co., Chicago	Hammond	Chicago	Truck	15¢	"
Ace Battery Company, Chicago	Hammond	Chicago	Truck	15¢	"
Red Diamond Batteries, Peoria, Ill.	Hammond	Peoria	Truck	37¢	"
Parkwood Battery Co., Cleveland, Ohio	Cleveland	Cleveland	Truck		
Cleveland Storage Battery, Cleveland, Ohio	Cleveland	Cleveland	Truck		
Crown Battery Co., Fremont, Ohio	Hammond	Fremont	Truck	45¢	"
Crystal Battery Mfg. Co., Cedar Rapids, Iowa	Hammond	Cedar Rapids	Truck	49¢	"
Gem Battery Company, Peoria, Illinois	Hammond	Peoria	Truck	37¢	"
Wentworth Battery Mfg. Co., Pensacola, Fla.	Hammond	Pensacola	R.R.	1.19	"

FEDERAL TRADE COMMISSION
Docket No. 5253 Commission's Exhibit No. 852-B

2748 Commission's Exhibit No. 852.

297
4578

8-2-C

CUSTOMER	SHIPPED FROM	SHIPPED TO	SHIPPED VIA		FREIGHT RATE
LESS THAN FIFTEEN LOTS (Cont'd.)					
American Battery Company, Chicago	Hammond	Chicago	Truck		15¢ CWT
Hawkeye Storage Battery Co., St. Olaf, Iowa	Hammond	St. Olaf	L.C.L.		27¢ " "
M. J. Fitzgerald Company, Madison, Wisc.	Hammond	Madison	Truck		34¢ " "
C S Battery Company, Chicago	Hammond	Chicago	Truck		15¢ " "
Gantt Battery Company, Rock Hill, S.C.	Hammond	Rock Hill	L.C.L.		1.12 " "
F & H Battery Company, Scranton, Pa.	Scranton	Scranton	L.C.L.		72¢ " "
Standard Battery Company, Baltimore, Md.	Hammond	Baltimore	B&O,RR		77¢ " "
Solar Corp., Milwaukee, Wisc.	Hammond	Milwaukee	Truck		23¢ " "
Henry C. Franke, Dolton, Illinois	Hammond	Dolton	Truck		14¢ " "
J. B. Jaeger, Madison, Wisc.	Hammond	Campbells Port, Wisc.	Truck	RR	34¢ " "
Penn Storage Battery Co., Erie, Pa.	Hammond	Erie	Truck		57¢ " "
Cramer Storage Battery Co., Scranton, Pa.	Hammond	Scranton	Erie		72¢ " "
IllinoisBattery & Elec. Company, Chicago	Hammond	Chicago	Truck		15¢ " "
Abbotsford Battery Mfg. Co., Abbotsford, Wisc.	Hammond	Abbotsford	Truck		30¢ " "

FEDERAL TRADE COMMISSION
Docket No. 3857-C

Commission's Exhibit No. 852. 2749

853-A

LIST OF MANUFACTURERS OF STORAGE BATTERIES WHO PURCHASED LEAD OXIDES
AND WERE INVOICED BY THE NATIONAL LEAD COMPANY - CHICAGO BRANCH
During the last quarter of 1941.

Customer	Destination	Shipped From	Via	Price Basis	Freight or Truck Rates
A-Plus Storage Battery Co.	Chicago, Ill.	Chicago	Truck	C/L	Local truck-load rate of 6¢ per cwt.
Batteries, Inc.	Detroit, Mich.	Detroit	Truck	C/L	Local truck-load rate of 8¢ per cwt.
Coliseum Battery Co.	Chicago, Ill.	Chicago	Truck	C/L	Local truck-load rate of 6¢ per cwt.
Coyle Batteries Ltd.	Vancouver, Canada	St. Louis, Mo.	Rail	C/L	Rail rate 76¢ per cwt. plus 7% surcharge
Excel Battery Co.	Chicago, Ill.	Chicago	Truck	C/L	Local truck-load rate of 6¢ per cwt.
Franklin Storage Battery Co.	Chicago	Chicago	Truck	5 Ton	Local 5 ton Truck rate 8¢ per cwt.
Globelite Batteries	Winnipeg, Can.	St. Louis	Rail	C/L	Rail rate 97¢ per cwt. plus 7% surcharge
Globe - Union, Inc.	Atlanta, Ga.	Atlanta, Ga.	Rail	C/L	F.O.B. our Plant - Local Switch rate 36.19 per car
" " "	Dallas, Texas	Dallas, Tex.	Rail	C/L	" " " -Local Switch rate 10.73 "
" " "	Los Angeles, Cal.	Los Angeles	Truck	C/L	" " " -Local Truck rate 5¢ per cwt
" " "	Memphis, Tenn.	St. Louis, Mo.	Rail	C/L	" " " -Rail Rate - 33¢ per cwt.
" " "	Milwaukee, Wis.	St. Louis, Mo.	Rail	C/L	" " " -Rail Rate - 16¢ per cwt.
" " "	Philadelphia, Pa.	Phila. Pa.	Truck	C/L	" " " -Local truck rate 5¢ per cwt
" " "	Seattle, Wash.	San Francisco	Rail	C/L	" " " -Rail Rate - 44¢ per cwt.
Grant & Mayer	Detroit, Mich.	Detroit	Truck	C/L	Local Truck-load rate of 8¢ per cwt.
K. W. Battery Co.	Chicago, Ill.	Chicago	Truck	C/L	Local Truck-load rate of 6¢ per cwt.
La Salle Lead Products	Windsor, Canada	Detroit	Truck	5 Ton	Local truck rate of 10¢ per cwt.
Michigan Lead Company	Detroit, Michigan	Detroit	Truck	C/L	Local truck-load rate of 8¢ per cwt.
Solar Corp.	Los Angeles, Cal.	Los Angeles	Truck	C/L	Local truck-load rate of 5¢ per cwt.
Sun Battery Company	Detroit, Michigan	Detroit	Truck	Less than 5 Ton	Local truck rate of 10¢ per cwt.
Volta Battery Company	Chicago, Illinois	Chicago	Truck	5 Ton	Local 5 ton Truck rate of 8¢ per cwt.
Wisconsin Storage Battery Co.	Racine, Wisconsin	St. Louis	Rail	C/L	Rail rate 16¢ per cwt.

FEDERAL TRADE COMMISSION
Docket No. 5253 COMMISSION EXHIBIT No. 853-A
IN THE MATTER OF National Lead
DATE 1-7-47 WITNESS
REPORTER

4580

HORACE W HUNDLEY.
MANAGER

NATIONAL LEAD COMPANY

Cincinnati Branch

Manufacturers of DUTCH BOY PRODUCTS

641 659 FREEMAN AVENUE
CINCINNATI 3

December 11, 1946

Mr. D. A. Merson,
Manager, Oxide Sales,
National Lead Company,
111 Broadway,
New York 6,N.Y.

FEDERAL TRADE COMMISSION
Docket No. [illegible] Commission's Exhibit No. 853

Dear Mr. Merson:

In accordance with your letter of December 6 we hand you below schedule of our shipments during last quarter of 1941 to manufacturers of storage batteries with freight rates and other detail inquired for:

SHIPPED FROM	DESTINATION	PRICE BASIS	FREIGHT RATE

WESTERN UNION

RECD7

WESTERN UNION

27 1$8 27 SER

TG ST LOUIS MO JAN 3 1144A

D A MERCON, NATIONAL LEAD CO

853-C

FEDERAL TRADE COMMISSION
Docket No. 1763 Commission's Exhibit 853-C

WESTERN UNION

RETEL MR BURLEY FTC TRUCK RATES DELIVERIES IN ST LOUIS 7 CENTS CWT ST LOUIS TO FERGUSON 20 CENTS CWT DELIVERIES IN KANSAS CITY 8 CENTS CWT

NATIONAL LEAD CO HIGGINS.

149P..

WESTERN UNION

RECD8

4582

NATIONAL LEAD COMPANY

St. Louis Branch

DUTCH BOY [illegible] LEAD OXIDES

FEDERAL TRADE COMMISSION
Docket No. 853-E

853-E

MANUFACTURERS OF STORAGE BATTERIES PURCHASING LEAD OXIDES DURING THE LAST QUARTER OF 1941 FROM NATIONAL LEAD COMPANY, ST. LOUIS

Shipped To		Price Basis	Shipped From		Freight Rates Rail	Truck
ALABAMA						
Mobile	Gulf Coast Bat. Mfg. Co..	Less Than 5-Ton	St. Louis	l/c/l	$1.00 Cwt.	
ILLINOIS						
Albers	U. S. Battery Exchange...	" " "	" "	l/c/l	.24 "	
Quincy	Edjol Storage Bat. Co....	" " "	" "	l/c/l	.35 "	
Springfield	Staab Bat. Mfg. Co.....	Carload	" "	l/c/l	(Truckloads)	.16 Cwt.
Warsaw	Grant Storage Bat. Co.... (Acct. Same, Mpls., Minn.)	" "	" "	c/l	.19 "	
IOWA						
Co. Bluffs	Reliance Bat. Prod. Co...	" "	" "	c/l	.29 "	
Des Moines	Diller Bat. Co.....	" "	" "	c/l	.32½ "	
LOUISIANA						
Shreveport	Red Ball Bat. Co.....	Less Than 5-Ton	Dallas	l/c/l	.68 "	
MINNESOTA						
Minneapolis	Grant Storage Bat. Co....	Carload	St. Louis	c/l	.34 "	
St. Paul	Oxidite Bat. Mfg. Co.....	Carload	St. Louis	c/l	.34 "	

4584

" 6

2754 Commission's Exhibit No. 853.

8-13-F

Shipped To		Price Basis	Shipped From	Freight Rates Rail		Truck
MISSOURI						
Ferguson	Moline Storage Bat. Co...	Less Than 5-Ton	St. Louis			Our Truck
Flat River	J. W. Melton & Sons	" " "	" "	l/c/l	$.26 Cwt.	
Kansas City	Becker-Florence Elec. Co.	" " "	Kansas City			Our Truck
Monett	Reinsmith Bat. Co.....	" " "	St. Louis	l/c/l	.52 "	
St. Louis	Acme Bat. Co.....	" " "	" "			Our Truck
	Electro. Bat. Mfg. Co.....	5-Ton	" "			" "
	Power-Plus Bat. & Sup. Co.	Less Than 5-Ton	" "			" "
	Sidney Bat. Mfg. Co.....	5-Ton	" "			" "
NEBRASKA						
Hastings	Hastings Bat. Factory.....	Less Than 5-Ton	Omaha	l/c/l	.47 "	
Omaha	Grant Storage Bat. Co..... (Acct. Same, Mpls., Minn.)	Carload	St. Louis	c/l	.29 "	
NORTH DAKOTA						
Minot	Northwest Bat. Co.....	Less Than 5-Ton	St. Paul	l/c/l	.99 "	
TEXAS						
Dallas	Vitallic Bat. Co., Inc....	Carload	Dallas		8.80 per car (Switching charge)	
San Antonio	L. C. Beals Bat. Co.....	Less Than 5-Ton	"	l/c/l	.78 Cwt.	
	Standard Elec. Co., Inc...	Carload	"	c/l	.28 "	

FEDERAL TRADE COMMISSION
Docket No. 5223

Commission's Exhibit No. 853. - 2755

Mr. D. A. Merson,
Manager, Oxide Sales,
National Lead Company,
111 Broadway,
New York 6,N.Y.

FEDERAL TRADE COMMISSION
Docket No. 2053 Commission's Exhibit No. 25-3-8

Dear Mr. Merson:

In accordance with your letter of December 6 we hand you below schedule of our shipments during last quarter of 1941 to manufacturers of storage batteries with freight rates and other detail inquired for:

	SHIPPED FROM	DESTINATION	PRICE BASIS	FREIGHT RATE	
Berman Bros. Iron & Metal Co.	St. Louis	B'ham.Ala.	Carload	52¢ cwt.	Rail
New Life Battery Company,	"	"	5 Ton	87¢ "	Truck
Battery Distributing Company,	"	Lou. Ky.	Less 5 Ton	46¢ "	"
Lyon Battery Works,	"	"	"	46¢ "	"
American Battery Company,	"	Nashville,	Carload	41¢ "	"
Cumberland Battery Mfg. Co.	"	"	"	41¢ "	Rail
Hester Battery Company,	"	"	"	41¢ "	Truck
Auto-Lite Battery Corp.	Atlanta	East Point	"	$6.19 per car (Switching Chg.)	Rail

Yours very truly,

J. H. Thundley

Manager.

HWH-/S.

25-3-8

4581

Shipped To		Price Basis	Shipped From		Freight Rates Rail	Truck
INDIANA						
Indianapolis :	Prest-O-Lite Co., Inc.... (Acct. Elec. Auto Light Co., Toledo, Ohio)	Carload	St. Louis	c/l	$.2[illegible] Cwt.	
Muncie :	Delco-Remy Div., G.M.C... (Acct. Same, Anderson, Ind.)	"	" "	c/l	.24 "	
NEW YORK						
Niagara Falls :	U. S. L. Bat. Co..... (Acct. Elec. Auto Light Co., Toledo, Ohio)	"	" "	c/l	.3[illegible] "	
OKLAHOMA						
Oklahoma City :	U. S. L. Bat. Corp..... (Acct. Same, Toledo, [illegible])	"	Dallas	c/l	1[illegible] "	

4.46

2756

Commission's Exhibit No. 853.

[illegible] Mers [illegible]
[illegible]
[illegible]
New York

Dear M[illegible] Mers

[illegible] letter [illegible]
to M[illegible] W[illegible] Burley, Manager [illegible]
and agreeably with you [illegible]
memorandum showing the ma[illegible]
batteries who purchased [illegible]
St. Louis Branch during the [illegible]
[illegible]94

This has been made [illegible]
with the information requested [illegible]
If further information is desired please
us know

Very truly yours

[illegible]
Assistant Manager.

FEDERAL TRADE COMMISSION
Docket No. 5253 Commission [illegible] 853-D

JRH:GC
Enc.

4583

Commission's Exhibit No. 853. 2757

(Uniform Domestic Straight Bill of Lading, adopted by Carriers in Official, Southern and Western Classification Territories, March 15, 1922, as amended August 1, 1930.)

THIS MEMORANDUM is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

Shipper's No. 57119

Agent's No.

FEDERAL TRADE COMMISSION
Commission's Exhibit No. 853-6-1
Docket No. 4203

CLYDE-MALLORY LINES

A DIVISION OF AGWILINES, INC.

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading,

at BKLYN, NY SEPTEMBER 30TH, 19 41

from NATIONAL LEAD COMPANY -ATLANTIC BRANCH

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address of consignee - For purposes of notification only.)

Consigned to WILLIAMS AUTO SERVICE 23RD & MAIN STS.,

Destination JACKSONVILLE State of FLA. County of

Route CLYDE NY PIER

Delivering Carrier Car Initial Car No.

No. Packages	DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS	*WEIGHT (Subject to Correction)	CLASS OR RATE	CHECK COLUMN

CLYDE-MALLORY LINES, Inc. PIER NEW YORK 21 1941

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all

NATIONAL LEAD COMPANY
of Pennsylvania
DUTCH BOY PRODUCTS

P. O. BOX 716
1378 RIVER AVENUE
PITTSBURGH 30

December 10,1946

Mr. D. A. Merson, Manager,
Oxide Sales,
National Lead Co.,
New York, N.Y.

FEDERAL TRADE COMMISSION
Docket No. 5753 Commission
853-H

Dear Mr. Merson:

As requested in your letter of December 6 we are pleased to enclose herewith the requested information.

Yours truly,

NATIONAL LEAD COMPANY OF PA.

J. H. Gaertner

J.H.GAERTNER, VICE PRESIDENT.

A
Enc

4588

Commission's Exhibit No. 853.

8238

OXIDE SALES TO STORAGE BATTERY MANUFACTURERS

4TH QUARTER, 1941

853-L

CUSTOMER	DESTINATION	SHIPPING POINT	PRICE BASIS	TRUCK RATE
C.C.Kettering	Apollo, Pa.	Pittsburgh, Pa.	Less than 5 ton	21¢ Cwt. L/T/L

FEDERAL TRADE COMMISSION
Docket No. 3453 Commission's No. 853-L

4589

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

2 PM

WESTERN UNION

1201

JOSEPH L. EGAN
PRESIDENT

SYMBOLS
DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

52 NASSAU N.Y. BOWLING GREEN 9-7009 (30)

ISB521 38=WUX LOSANGELES CALIF 223P

NATIONAL LEAD CO=ATTN D A MERSON

WUX NYK= DELIVER BY MESSENGER (4)

1941 JAN 2 PM 8 30

REYOURTEL SECOND TRUCK RATES EFFECTIVE FOURTH QUARTER 1941 GIVEN BELOW IN CENTS PER CWT IN ORDER CUSTOMERS LISTED IN OUR LETTER DECEMBER 26TH SIX COMMA SIX COMMA SIX COMMA EIGHT COMMA SEVEN COMMA EIGHT COMMA SIX AND EIGHTEEN=

MORRIS P KIRK AND SON INC G C BLESS.

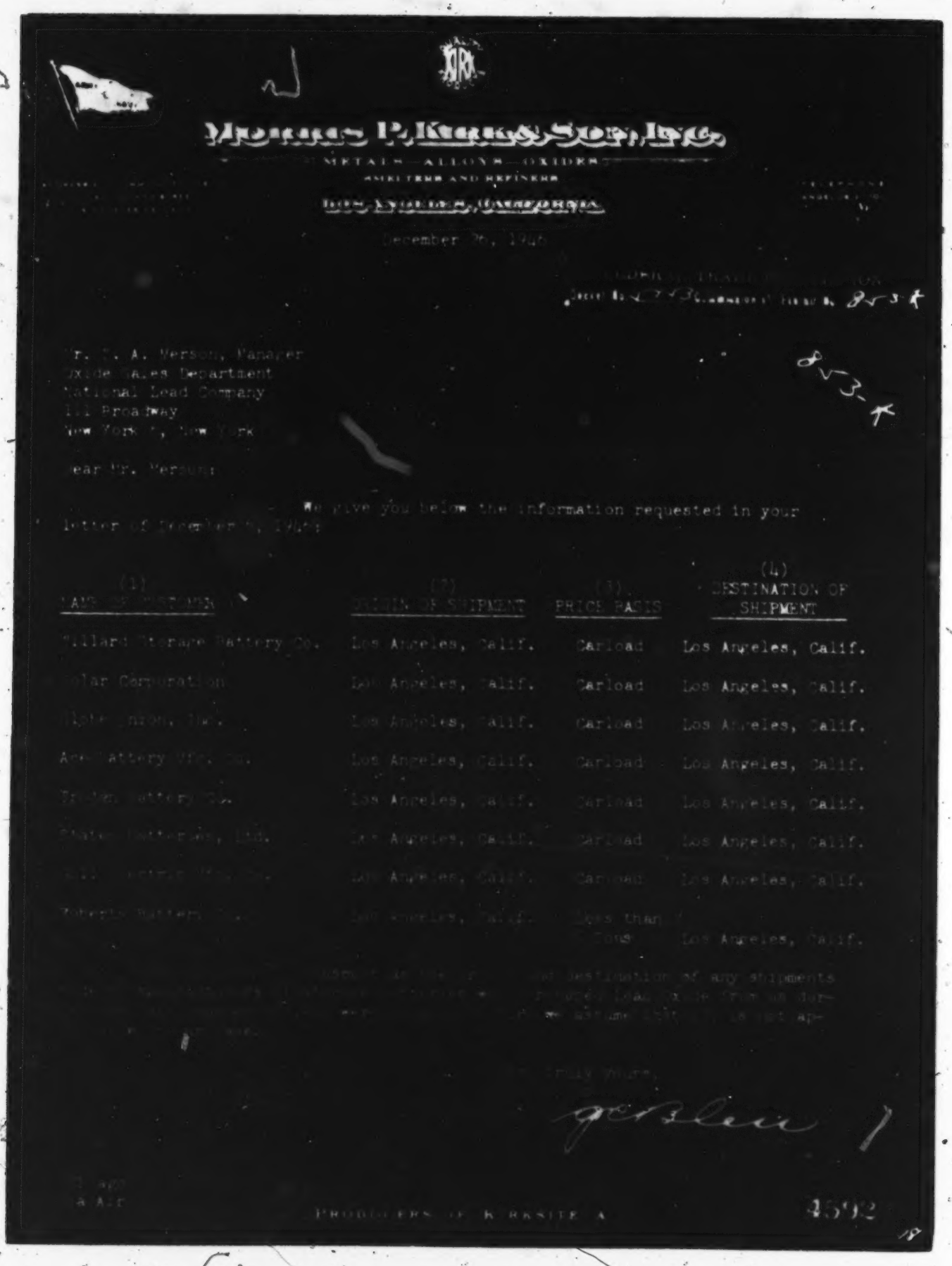
FEDERAL TRADE COMMISSION
Docket No. 4743 Commission's Exhibit No. 853-J

1941 DEC 26.

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

4590

2760 *Commission's Exhibit No. 853.*



MORRIS P. KIRK & SON, INC.

METALS—ALLOYS—OXIDES

SMELTERS AND REFINERS

LOS ANGELES, CALIFORNIA

December 26, 1946

FEDERAL TRADE COMMISSION
Exhibit No. 853-K

853-K

Mr. [illegible] A. Merson, Manager
Oxide Sales Department
National Lead Company
111 Broadway
New York 6, New York

Dear Mr. Merson:

We give you below the information requested in your letter of December 6, 1946:

(1) NAME OF CUSTOMER	(2) ORIGIN OF SHIPMENT	(3) PRICE BASIS	(4) DESTINATION OF SHIPMENT
Willard Storage Battery Co.	Los Angeles, Calif.	Carload	Los Angeles, Calif.
Solar Corporation	Los Angeles, Calif.	Carload	Los Angeles, Calif.
Globe Union, Inc.	Los Angeles, Calif.	Carload	Los Angeles, Calif.
Ace Battery Mfg. Co.	Los Angeles, Calif.	Carload	Los Angeles, Calif.
Trojan Battery Co.	Los Angeles, Calif.	Carload	Los Angeles, Calif.
States Batteries, Ltd.	Los Angeles, Calif.	Carload	Los Angeles, Calif.
[illegible] Electric Mfg. Co.	Los Angeles, Calif.	Carload	Los Angeles, Calif.
Roberts Battery Co.	Los Angeles, Calif.	Less than Tons	Los Angeles, Calif.

[illegible] destination of any shipments [illegible] Lead Oxide from us dur- [illegible] we assume that [illegible] is not ap- [illegible]

Truly Yours,

[illegible]

[illegible] Ago
[illegible] Air

PRODUCERS OF KIRKSITE A

4592

18

whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address of consignee - For purposes of notification only.)

Consigned to WILLIAMS AUTO SERVICE 23RD & MAIN STS.,

Destination JACKSONVILLE State of FLA. County of

Route CLYDE NY PIER

Delivering Carrier Car Initial Car No.

No. Packages	DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS	*WEIGHT (Subject to Correction)	CLASS OR RATE	CHECK COLUMN
2	STEEL DRUMS RED LEAD DRY (LEAD OXIDE)	1324		

CLYDE MALLORY LINES
DIVISION OF AGWILINES, Inc.
PIER 34, N. R. NEW YORK
OCT 2 1941
BRAZOS
10 SAIL
OCT 3 1941
Agent

This Shipment is correctly described
Subject to Verification by the
According to Agent

NATIONAL LEAD COMPANY
Atlantic Branch

S.S. BRAZOS

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor.)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received $ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per

(The signature here acknowledges only the amount prepaid.)

Charges Advanced:

$

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

("This shipment [illegible] subject to the terms and conditions [illegible] specifically in writing the [illegible] of the [illegible] effective June 15th, 1941.")

[illegible] by the shipper to be not exceeding

per

Agent's Signature

NATIONAL LEAD COMPANY Shipper Agent

Per 85 JAY STR. Per

Permanent post-office BROOKLYN, N. Y.

3

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION Co

JOSEPH L. EGAN
PRESIDENT

1201

SYMBOLS

DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

FC36 NL PD=SANFRANCISCO CALIF 2

1947 JAN 3 AM 5 14

NATIONAL LEAD COMPANY, D A MERSON=
WUX CD NYK=

RETEL SAN FRANCISCO TRUCKING RATES 13 CENTS PER CWT MINIMUM CHARGE 77 CENTS APPLIES ON SAN FRANCISCO SHIPMENTS WITH FOLLOWING EXCEPTIONS SHIPMENTS INVOICES 47863 48838 50288 RATE 9 CENTS PER CWT, SHIPMENT INVOICE 47817 RATE 14 CENTS PER CWT MINIMUM 83 CENTS=

NATIONAL LEAD COMPANY CARUTH.

FEDERAL TRADE COMMISSION
Docket No. 5157
Commission's Exhibit No. 853-A

13 77 47863 48838 50288 9 47817 14 83.

4593

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

Commission's Exhibit No. 853.

NATIONAL LEAD COMPANY

PACIFIC COAST BRANCH
2240 TWENTY FOURTH STREET
SAN FRANCISCO 10, CAL.

December 9, 1946

AIR MAIL

Mr. D. A. Merson,
Manager, Oxide Sales
National Lead Company
111 Broadway
New York 6, N. Y.

Dear Dave: Re: List of Lead Oxide Sales to Battery Manufacturers During Last Quarter 1941

This will acknowledge your letter of December 6, addressed to Mr. J. L. Caruth, and let you know that the matter referred to therein is having our attention. As soon as we have compiled the data you requested it will be forwarded to you.

Very truly yours

P. S. Orr

(4596)

NATIONAL LEAD COMPANY

PACIFIC COAST BRANCH

224 TWENTY-FOURTH STREET

SAN FRANCISCO 10, CAL.

December 12, 1946

AIR MAIL

Mr. D. A. Merson,
Manager, Oxide Sales
National Lead Company
111 Broadway
New York 6, N. Y.

FEDERAL TRADE COMMISSION
Docket No. 4596

8V-3-N

8V-3-N

Dear Dave:

With reference to your letter of December 6, which we acknowledged on December 9, our records at this office indicate only two storage battery manufacturers purchased lead oxides during the last quarter of 1941. The data regarding these purchases is outlined on the attached list.

It is our practice to retain such records for a certain length of time and then destroy them, and in accordance with this practice the Oakland and Seattle records have already been destroyed. The records at the Portland office disclose that no sales of lead oxides were made during the period in question.

Very truly yours,

P. S. Ott

Enc.

4596

(4597)

Manufacturer	Shipped From	Destination	Price Basis
CBS Batteries 404 Linde Ave., San Francisco	San Francisco Warehouse	San Francisco	five ton - no freight charge
Merry Bean Co. 18th & Potrero Ave. San Francisco	San Francisco Warehouse	San Francisco	Carload - no freight charge

8V-3-0

FEDERAL TRADE COMMISSION
Docket No. 4597 Commission Exhibit No. 853-0

National Lead Company
Pacific Coast Branch
12/10/46

4597

NATIONAL LEAD COMPANY
OF MASSACHUSETTS
800 ALBANY STREET
BOSTON 6, MASS.

KARL FISCHER
VICE PRESIDENT

December 10, 1946

FEDERAL TRADE COMMISSION
Docket No. 5753 Commission's Exhibit No. 853-P

853-P

Mr. D. A. Merson, Manager of Oxide Sales
National Lead Company
111 Broadway
New York 6, New York

Dear Mr. Merson:

In reply to your letter of December 6th, we want to advise that we made no shipments of Lead Oxides to manufacturers of storage batteries during the last quarter of 1941.

Very truly yours,

KF:B

4598

AB 106 15-45 50M

FEDERAL TRADE COMMISSION
Docket No. 4753 Commission's Exhibit No. 853

NATIONAL LEAD COMPANY
ATLANTIC BRANCH
111 BROADWAY NEW YORK 6

SUBJECT STORAGE BATTERY OXIDE CUSTOMERS - Fourth Quarter, 1941

DATE January 2, 1947

TO Mr. D. A. Merson, Manager, Lead Oxide Sales

FROM H. J. Whitson, Sales Manager, Dry Pigments

853-2

IN REPLY TO

Replying to your letter of December 6th to Mr. McNair, the Atlantic Branch shipped Storage Battery Oxides to the following customers during the fourth quarter of 1941:

Customer	Destination	Price Basis	Shipped By	Rate
Carr Battery Mfg.Co.	Bridgeport, Conn.	5 Ton	Truck	25¢/100 lb.
Delco Remy Div. of General Motors Corp.	Bloomfield, N. J.	Carload	Truck	8¢/100 lb.
Alfred DeMaris (Service Btry. Co.)	Providence, R. I.	5 Ton	Steamer	34¢/100 lb.
Thos. A. Edison, Inc.	Kearny, N. J.	Carload	Truck	8¢/100 lb.
Harvey L. Gillette	Syracuse, N. Y.	Less than 5 T.	Truck	40¢/100 lb.
Milligan Btry. Wks.	Central Village, Conn.	5 Ton	Truck	42¢/100 lb.
Union Btry. Mfg. Co.	Miami, Fla.	5 Ton	Steamer	69½¢/100 lb.
Waterbury Mfg. Co.	Waterbury, Conn.	Carload	Truck	23¢/100 lb.
W. H. Letterman	Baldwinsville, N. Y.	Less than 5 T.	Rail	49¢/100 lb.
D. J. Bogle	Brewster, N. Y.	" " " "	Truck	34¢/100 lb.
McLoughlin Service	Bronx, N. Y.	" " " "	Truck	15¢/100 lb.
Todd Electric Co.	Tampa, Fla.	Carload	Steamer	46¢/100 lb.

Henry J. Whitson

HJW:EJW

4599

NATIONAL LEAD COMPANY
EVANS LEAD DIVISION
BOX 1467
CHARLESTON 25, W. VA.

FEDERAL TRADE COMMISSION
Docket No. 4763 Commission's Exhibit No. 853-R

December 26, 1946

Mr. D. A. Merson, Manager Oxide Sales,
National Lead Company,
111 Broadway,
New York 6, N. Y.

853-R

Dear Mr. Merson:

In accordance with your letter of December 6 we are enclosing the information requested. We trust this is what you wanted and regret very much the delay in getting the information to you.

Yours very truly,
Evans Lead Division
By Inez R Stephens

IRS
Encl.

4600

(4601)

FEDERAL TRADE COMMISSION
Docket No. 5753 Commission's Exhibit No. 853-5

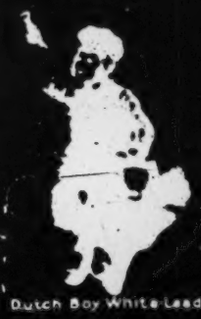
853-5

EVANS LEAD DIVISION

CUSTOMERS	DESTINATION	BASIS OF PURCHASE	SHIPPED BY	RATE
Norwalk Tire & Rubber	Norwalk, Conn.	Carload	Rail	37¢
Royal Battery Corporation	New Burnswick, N.J.	Carload	Rail	33¢
Penn Battery Mfg. Company	New York, N. Y.	Carload	Rail	33¢
Nik-O-Life Battery	Indianapolis, Ind.	-5 Ton	Truck	49¢
Aywon Stg. Battery Company	Quincy, Mass	-5 Ton	Rail	78¢
Royal Mfg. & Sales Company	Cleveland, Ohio	-5 Ton	Truck	48¢
Parkwood Battery Company	Cleveland, Ohio	-5 Ton	Truck	48¢
Oil City Battery Mfg. Co.	Oil City, Pa.	-5 Ton	Rail	48¢
Ball Battery Mfg. Co.	Charleston, W.Va.	5 Ton	Truck	.075
Penn Storage Battery Co.	Erie, Pa.	-5 Ton	Truck	52¢
Douglas Battery Mfg. Co.	Winston Salem, N.C.	Carload	Rail	37½¢
Surrette Storage Battery Co.	Salem Mass	Carload	Rail	39¢
Delaney Battery Mfg. Co.	St. Albans, W.Va.	-5 Ton	Truck	18¢
Keystone Storage Battery	Saugus, Mass	Carload	Rail	39¢
Starter Batteries Inc.	Brooklyn, N.Y.	-5 Ton	Truck	67¢
Viking Battery Mfg. Co.	Fitchburg, Mass	-5 Ton	Truck	78¢
F & H Battery Company	Scranton, Pa.	Carload	Rail	31¢
Standard Battery Service	Bethlehem, Pa.	-5 Ton	Rail	63¢
Carlile & Doughty, Inc.	Conshohocken, Pa.	Carload	Rail	31¢
Seneca Battery Corp.	Buffalo, N. Y.	5 Ton	Rail	40¢
Perkins Battery Company	York, Pa.	5 Ton	Truck	60¢
Merrimac Battery Plate	Louisville, Ky.	-5 Ton	Truck	47¢
B & O Battery Company	Huntington, W.Va.	-5 Ton	Truck	25¢

4601

(4602)



W. ROBERT MELVILLE
Manager

W. A. MICHAEL
Cashier

NATIONAL LEAD COMPANY

Buffalo Branch

COR. CLINTON AND OAK STREETS
BUFFALO, N. Y. (3)

FEDERAL TRADE COMMISSION
Docket No. 5753 Commission's Exhibit No. 853-T

December 12, 1946

853-T

Mr. D. A. Merson, Mgr. Oxide Sales
National Lead Co.
111 Broadway
New York 6, N. Y.

Dear Mr. Merson:

As requested in your letter of the 6th we are pleased to give you the required information:

(1) Purchaser
National Battery Co.
Plant from which shipped
J. T. Lewis, Philadelphia
Basis of purchase
carload price
Destination of shipment
Depew, N. Y.

(2) Freight rate
Rail - c/l - 284 cwt.

Yours very truly,

W. A. Michael

CASHIER

WAM:LR

(4603)

NATIONAL LEAD COMPANY

Manufacturers of DUTCH BOY PRODUCTS-METALS-PIGMENTS-OXIDES-OILS

ELLIS E. BUSSE, Manager
EDWARD W. RENSON, Assistant Manager
THEODORE BOURNIER, Sales Manager

TELEPHONE
PROSPECT 4060

215 WEST THIRD STREET
CLEVELAND 13

December 9, 1946

FEDERAL TRADE COMMISSION
Docket No. 5753. Commission Exh. No. 853-U

853-U

Mr. D. A. Merson
Manager, Oxide Sales
National Lead Company
111 Broadway
New York 6, New York

Dear Mr. Merson:

The answers to the questions in yours of December 6 regarding the Federal Trade Commission are as follows:

(1) Willard Storage Battery Company, Cleveland, Ohio
Carload price basis
Shipped from Philadelphia, Pennsylvania

Electro Battery Manufacturing Company, Cleveland, Ohio
Less-than-five ton price basis
Shipped from Cleveland Warehouse

(2) The Philadelphia-Cleveland carload movement was prepaid. Consequently, our records do not show this rate. We are endeavoring to determine this rate and will forward it to you as soon as possible.

Local cartage rates during the last quarter of 1941 in Cleveland were 9¢ per cwt. or a minimum charge of 45¢.

Sincerely yours,

Ellis E. Busse

EEB:GP
AIR MAIL

4603

WESTERN UNION

FEDERAL TRADE COMMISSION
Docket No. 5773 Commission's Exhibit No. 853-Y

WU CD9 47

WUX PHILADELPHIA PENN JAN 3 224P

D A MERSON, MANAGER OXIDE SALES NATIONAL LEAD CO

RETEL YESTERDAY AND OUR MEMORANDUM DECEMBER SIXTEENTH FEDERAL TRADE COMMISSION REQUIRED TRUCKING RATES LAST QUARTER 1944 ARE: ALCO TWENTY CENTS, CARLILE AND DOUGHTY FOURTEEN, ANTHRACITE TWENTY, EXIDE TEN, GENERAL LEAD NINETEEN, LANDIS 31, MYERS 31, PHILCO FOURTEEN, RUH TWENTY, ZIEHLER TWELVE, WILBUR 26, ALL PLUS THREE PERCENT

JOHN T LEWIS AND BROS CO GARDINER.

410P.

Philadelphia

FEDERAL TRADE COMMISSION
Docket No. 5953 Commission's Exhibit No. 853-h

Alco Battery Sales Company, 3410 Kensington Avenue, Philadelphia, Pa.	Less than 5 ton price	Our truck
Carlile & Doughty, Inc., Conshohocken, Pa.	Carload price	" "
Anthracite Battery Co., 2715 E. Westmoreland Street, Philadelphia, Pa.	Less than 5 ton price	" "
Electric Storage Battery Co. Rising Sun and Adams Avenue and 19th & Alleghony Avenue, Philadelphia	Contract	" "
Electric Storage Battery 129 Belmont Blvd., Kansas City, Mo.	Carload	Rail - 63½¢ cwt.
General Lead Batteries Newark, N. J.	Carload price	Our truck
Landis Battery Co. Atlantic City, N. J.	5-ton price	" "

Com. Ex 854 A

THE EAGLE-PICHER SALES COMPANY
STORAGE BATTERY OXIDE SALES FOR THE LAST QUARTER OF 1941
(REQUESTED BY FEDERAL TRADE COMMISSION)

CUSTOMER	DESTINATION	SHIPPING POINT	PRICE BASIS: LESS THAN FIVE TONS	PRICE BASIS: FIVE TONS	PRICE BASIS: CARLOAD	FREIGHT RATE PER CWT.
Ajax Storage Battery Co.	Passaic, New Jersey	Newark, New Jersey		X		.12
Alabama Electric Battery Co.	Birmingham, Alabama	E. St. Louis, Ill.	X			.87
Alberta Battery Co., Ltd.	Calgary, Alberta, Can.	Minneapolis, Minn.		X		.65
American Battery Co.	Nashville, Tennessee	Joplin, Missouri			X	.53½
American Battery Co.	Kansas City, Mo.	Joplin, Missouri			X	.20
Barrett Battery Company	Toledo, Ohio	Cleveland, Ohio	X			.37
Berlin Battery Manufacturing Co.	Berlin, Pennsylvania	Pittsburgh, Pa.	X			.38
R. Berman c/o Aero Battery Co.	Birmingham, Alabama	Joplin, Missouri			X	.62½
Blairsville Battery Works	Blairsville, Pa.	Pittsburgh, Pa.	X			.25
Boom Battery Company	Sioux Falls, S.Dak.	Minneapolis, Minn.	X			.58
The Cleveland Storage Battery Co.	Cleveland, Ohio	Cleveland, Ohio		X		.08
Comet Battery Company	Minneapolis, Minn.	Minneapolis, Minn.	X			.07
Crescent Battery & Light Co.	New Orleans, La.	Joplin, Missouri			X	.45
Crown Battery Company	Fremont, Ohio	Cleveland, Ohio	X			.34
Cumberland Battery Mfg. Co.	Nashville, Tenn.	Joplin, Missouri			X	.53½
J. W. Daniels Battery Company	Stotts City, Mo.	Joplin, Missouri	X			.25
Frank W. Dillin Organizations	Los Angeles, Cal.	Joplin, Missouri			X	.66
Douglas Battery Mfg. Co.	Winston Salem, N.Car.	Newark, New Jersey			X	.44
Dubois Electric Storage Battery	Dubois, Pennsylvania	Newark, New Jersey			X	.27
Dyno Battery Company	Seattle, Washington	Joplin, Missouri			X	.71
Thomas A. Edison, Inc.	Kearny, New Jersey	Newark, New Jersey	X			.15
The Electric Storage Battery Co.	Philadelphia, Pa.	Newark, New Jersey	X			.35
Empire Battery Company	Cincinnati, Ohio	Cincinnati, Ohio	X			.10
Estee Battery Company	Los Angeles, Cal.	Los Angeles, Cal.	X			.12½
Ex-Cel Batteries, Ltd.	Winnipeg, Canada	Minneapolis, Minn.	X			.65
Globe Union, Inc.	Madisonville, Ohio	Joplin Plant			X	.29
Great Northern Battery Company	Milwaukee, Wisconsin	Joplin, Missouri			X	.26½
Grant Storage Battery Company	Minneapolis, Minn.	Joplin, Missouri			X	.38
Grant Storage Battery Company	Omaha, Nebraska	Joplin, Missouri			X	.19½
Hobbs Battery Company	Los Angeles, Cal.	Joplin, Missouri			X	.66
Hobbs Battery Company	San Francisco, Cal.	Joplin, Missouri			X	.66
Jasco Battery Company	Los Angeles, Cal.	Los Angeles, Cal.	X			.12½
Kelly Battery Company	Detroit, Michigan	Detroit, Mich.		X		.07
K. W. Battery Company	Chicago, Illinois	Chicago, Illinois	X			.11

FEDERAL TRADE COMMISSION
Docket No. 5257 Commission's Exhibit No. 854-A
IN THE MATTER OF Nottingham
DATE 1-8-42 WITNESS
ELECTROPORTER, INC. Official Reporter
By [signature]

4606

C 854 B

FEDERAL TRADE COMMISSION
Docket 5253. Exhibit No. 854-B

SHEET NO. 2

CUSTOMER	DESTINATION	SHIPPING POINT	PRICE BASIS: LESS THAN FIVE TONS	PRICE BASIS: FIVE TONS	PRICE BASIS: CARLOAD	FREIGHT RATE PER CWT.
Laher Battery Company	Oakland, California	Joplin, Missouri			X	.66
LaSalle Battery Company	Cleveland, Ohio	Cleveland, Ohio		X		.08
The Lead Products Company	Parsons, Kansas	Joplin, Missouri	X			.25
Leeth Brothers, Inc.	Washington, D. C.	Newark, New Jersey		X		.44
Oscar F. Long	Finlay, Ohio	Cleveland, Ohio	X			.25
Lutz Battery & Supply Company	Denver, Colorado	Joplin, Missouri		X		1.29
Marlatt Battery & Mfg. Co.	Danville, Illinois	Chicago, Illinois			X	.26½
McClanahan, Coffman & Adcook	Rio Vista, Texas	Dallas, Texas	X			.33
MilleLacs Battery Company	Wahkon, Minnesota	Minneapolis, Minn.	X			.36
Mitchell Battery Company	Minneapolis, Minn.	Minneapolis, Minn.		X		.07
Nass Battery Company	Council Bluffs, Iowa	Joplin, Missouri	X			.76
Nass Battery Company	Council Bluffs, Iowa	Kansas City, Kansas	X			.66
National Battery Company	Chicago Hts., Ill.	Joplin, Missouri			X	.26½
National Battery Company	Dallas, Texas	Joplin, Missouri			X	.35
National Battery Company	Depew, New York	Newark, New Jersey			X	.27
National Battery Company	Depew, New York	Joplin, Missouri			X	.37
National Battery Company	East Point, Georgia	Joplin, Missouri			X	.67
National Battery Company	East Point, Georgia	Chicago, Illinois			X	.63
National Battery Company	East Point, Georgia	Cincinnati, Ohio			X	.51
National Battery Company	Leavenworth, Kansas	Joplin, Missouri			X	.14
National Battery Company	Los Angeles, Cal.	Joplin, Missouri			X	.66
National Battery Company	North Bergen, N. J.	Newark, New Jersey			X	.09
National Battery Company	St. Paul, Minnesota	Joplin, Missouri			X	.38
National Battery Company	St. Paul, Minnesota	Minneapolis, Minn.			X	.07
National Lead Company	Chicago, Illinois	Joplin, Missouri			X	.26½
Oakland Battery Company	Oakland, California	Oakland, California	X			.12½
Okeene Battery Station	Okeene, Oklahoma	Joplin, Missouri	X			.73
Overing Battery Company	New Orleans, La.	New Orleans, La.	X			None
Parkwood Battery Company	Cleveland, Ohio	Cleveland, Ohio		X		.11
Patterson And Hicks	Tulsa, Oklahoma	Joplin, Missouri	X			.44
Patterson Manufacturing Company	NewPhiladelphia, Ohio	Chicago, Illinois		X		.53
Patterson Manufacturing Company	NewPhiladelphia, Ohio	Cleveland, Ohio	X	X		.34
Patterson Manufacturing Company	New Philadelphia, O.	Pittsburgh, Pa.		X		.31
Penn Battery Manufacturing Co.	New York, New York	Newark, New Jersey	X			.20
Perrine Quality Products Co.	Waltham, Massachusetts	Newark, New Jersey			X	.23
Philco Corp.Storage Battery Div.	Trenton, New Jersey	Joplin, Missouri			X	.50
Philco Corp.Storage Battery Div.	Trenton, New Jersey	Newark, New Jersey			X	.14

Commission's Exhibit No. 854.

2775

C 854C

FEDERAL TRADE COMMISSION

Docket No. 5253 Commissioner's Exhibit No. 854

SHEET NO. 3

CUSTOMER	DESTINATION	SHIPPING POINT	PRICE BASIS: LESS THAN FIVE TONS	PRICE BASIS: FIVE TONS	PRICE BASIS: CARLOAD	FREIGHT RATE PER CWT.
The Power Cell Sales Company	Columbus, Ohio	Chicago, Illinois	X			.48
Price Battery Corporation	Hamburg, Pennsylvania	E. St. Louis, Ill.			X	.86
Price Battery Corporation	Hamburg, Pennsylvania	Newark, New Jersey			X	.23
Reading Batteries, Inc.	Reading, Pennsylvania	Newark, New Jersey			X	.21
Red Bar Battery Company	Dayton, Ohio	Cleveland, Ohio			X	.30
Red Bar Battery Company	Dayton, Ohio	Joplin, Missouri			X	.30
Reliance Battery Products Co.	Plano, Illinois	Chicago, Illinois	X			.26
Riga And Company	Tampa, Florida	Newark, New Jersey			X	.45
Roberts Battery Company	Los Angeles, Cal.	Los Angeles, Cal.	X			.12½
Royal Battery Corporation	New Brunswick, N.J.	Newark, New Jersey			X	.20
Frank Schultz	Cleveland, Ohio	Cleveland, Ohio	X			.07
Seneca Battery Company	Buffalo, New York	Cleveland, Ohio	X			.45
Skatbert Battery Company	Mayville, North Dakota	Minneapolis, Minn.	X			.74
Smith Batteries, Ltd.	Calgary, Canada	Minneapolis, Minn.		X		.65
Solar Corporation	Milwaukee, Wis.	Chicago, Illinois			X	.32
Solar Corporation	Milwaukee, Wis.	Joplin, Missouri			X	.26½
Southwest Wheel, Inc.	Dallas, Texas	Joplin, Missouri			X	.35
The Square Deal Electric Company	Akron, Ohio	Cleveland, Ohio	X			.25
The Square Deal Electric Company	Akron, Ohio	Cleveland, Ohio		X		.22
States Batteries, Ltd.	Los Angeles, Cal.	Joplin, Missouri			X	.66
States Batteries, Ltd.	Portland, Oregon	Joplin, Missouri			X	.71
States Batteries, Ltd.	San Francisco, Cal.	Joplin, Missouri			X	.66
States Batteries, Ltd.	Seattle, Washington	Joplin, Missouri			X	.71
Stevens Corporation	Portland, Oregon	Joplin, Missouri			X	.71
Storage Battery Exchange	Detroit, Michigan	Detroit, Michigan	X			.10
Surrette Storage Battery Company	Salem, Massachusetts	Newark, New Jersey			X	.23
Twin Life Battery Mfg. Co.	Washington, D. C.	Newark, New Jersey	X			.44
United Battery Mfg. Co.	Los Angeles, Cal.	Joplin, Missouri			X	.66
Vitalic Battery Company, Inc.	Dallas, Texas	Joplin, Missouri			X	.35
Western Battery & Supply Company	Denver, Colorado	Joplin, Missouri			X	.58
Western Battery & Supply Company	Kansas City, Mo.	Joplin, Missouri			X	.44
Wilkins Battery Company	Greenville, S.Car.	Newark, New Jersey	X			.94
The Willard Storage Battery Co.	Cleveland, Ohio	Joplin, Missouri			X	.36
The Willard Storage Battery Co.	Collinwood, Ohio	Joplin, Missouri			X	.36
The Willard Storage Battery Co.	Collinwood, Ohio	Newark, New Jersey			X	.32
The Willard Storage Battery Co.	Dallas, Texas	Joplin, Missouri			X	.35
The Willard Storage Battery Co.	Los Angeles, Cal.	Joplin, Missouri			X	.66
Willo Battery Company	Jacksonville, Fla.	Newark, New Jersey	X			.61

4608

2776 Commission's Exhibit No. 854.

C 854 D

SHEET NO. 4

FEDERAL TRADE COMMISSION
Docket No. 5255 Exhibit 854-B

CUSTOMER	DESTINATION	SHIPPING POINT	PRICE BASIS: LESS THAN FIVE TONS	PRICE BASIS: FIVE TONS	PRICE BASIS: CARLOAD	FREIGHT RATE PER CWT.
Willo Battery Company,	Jacksonville, Fla.	Tampa, Florida	X			.57
Wonch Battery Company	Okemos, Michigan	Chicago, Illinois	X			.42

PLANTS: Joplin, Missouri And Newark, New Jersey

All other shipping points are from warehouse stocks

PIGMENT DIVISION
December 6, 1946

4669

Commission's Exhibit No. 854. 2777

Rising Sun and Kelly Avenue and 19th & Alleghony Avenue, Philadelphia	Contract	" "
Electric Storage Battery 129 Belmont Blvd., Kansas City, Mo.	Carload	Rail - 63½¢ cwt.
General Lead Batteries Newark, N. J.	Carload price	Our truck
Landis Battery Co. Atlantic City, N. J.	5-ton price	" "
Jarvis Battery & Elec. Co. Winston-Salem, N. C.	Less than 5-ton price	Rail - 69¢ cwt.
Chas. W. Myers, Lancaster, Pa.	" " " "	Our truck
Philco Corp. Trenton, N. J.	Carload	Our truck
Henry C. Ruh, 1029 W. Glenwood St. Philadelphia, Pa.	Less than 5-ton price	" "
Ziehler Bros. 15th & Wood Streets, Philadelphia	5-ton price	" "
Wilbur Battery & Radio Co. Trenton, N. J.	Less than 5-ton price	" "

Tabulation of Bids received on
BASIC CARBONATE WHITE LEAD for the Years 1932-1944, inclusive.

All bids are on the basis of furnishing in 100# containers and on brands of the bidders' own manufacture unless otherwise indicated.
Terms are Net-30 Days unless otherwise indicated.

Year	Ref. No.	National Lead Co.	Eagle Picher Sales Co.	Sherwin Williams Co.	Foy Paint Co.	Perry & Derrick Co.	Rushl Paint Co.	The Cook Paint & Varnish Co.	The Thee Paint & Glass Co.	Pittsburgh Plate Glass Co.	Anne White Lead & Color Works	The Sterling Varnish Co.	Glidden Co. (Cleveland, Ohio)	Mamelith Carbon Paint Co. (Scranton, Pa.)
1932	256			$.0914	*$.086	*$.0902	*$.0994							
1933	158			.079	.0852			*$.10	*$.0852	*$.0952				
1934	1334			.0825										
1935	3740	$.095	$.095				.095							
	5331	.0798	.0798	.0798							*$.0815	$.0798		
	6243	.0798	.0798	.0798			.0891				* .0815			
1936	4230	.0837	.0837	.0837										
1937	3254	.0984	.0984	.0984										
	4154	.0944	.0944	.0984							* .098			
1938	3144	.0784	.0808	.0808										
	4069	.0784		.0784							* .08			
	6884	.0784	.0784	.0784							** .0792			
	6999	.0784	.0784	.0784							** .0792			
	8689	.0784	.0784	.0784							** .0792			
1939	734	.0784	.0784	.0784							** .0792			
	1857	.0784	.0838	.0833							** .0792			
	6130			.0833	.1015									
	6610	.0833	.0833	.0833							** .0842			
	6627	.0833	.0833	.0833							** .0842			
1940	6028	.0906	.0882	.0882							.0891		$.0882	
	7120	.0857	.0857	.0857										
1941	3443	.0882	.0857	.0862										
	6113	.0906											.1050	
1942	1862	.098	.0955											
1943	1552	.0955	.098	* .099										
1944	1280	.0955	.1004										* .098	.0975
				* - 1%	* Brand - National or Eagle	*Brand - Anaconda	*Brand - Dutch Boy	*Brand - Eagle Pitcher or Dutch Boy	* Brand - Johnstone	*Brand - Eagle Pitcher or Dutch Boy	* - 2% ** - 1%		* - 1%	

CEx 764

FEDERAL TRADE COMMISSION
Docket No. 5223 Exhibit No. 864
IN THE MATTER OF [illegible]
DATE 11/14/47 WITNESS
REPORTER FEDERAL REPORTING CO.
BY [illegible]

JAN 23

4664

Commission's Exhibit No. 865. 2779

QUOTATION SUMMARY

Quotation No. 395

Commodity WHITE LEAD

Date 9/25/39

REQ. NO.	QUANTITY	DESCRIPTION	UNIT	T. C. ESSER COMPANY PRICE	NATIONAL LEAD COMPANY PRICE	SHERWIN WILLIAMS CO. PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
30829 Br.& Bldgs. 528 W. Traser St.	5,000	lbs. Lead - White - in Oil (100# pails) Old Dutch Process	cwt.	9.49	8.33	8.33							
		DISCOUNT.....		1% Net	Net	Net							
		DELIVERY.....		Immed.	5 days	10 days							

Cin Fresh

FEDERAL TRADE COMMISSION
Docket No. 5253 COMMISSION Exhibit No. 865-A
IN THE MATTER OF National Lead Co. et al
DATE 11/24/47 WITNESS
REPORTER: FEDERAL REPORTING CO.
[illegible]

MILWAUKEE-NICHOLSON EXHIBIT 1
OBTAINED JAN. 3 1945
BY MILW. BOARD PURCHASES LETTER OF JAN 3, '45
P.C. Kolinski
ATTORNEY-EXAMINER
FILE NO. 1-17[illegible]

Milwaukee Tr 4096

314

4665

2780 *Commission's Exhibit No. 865.*

Commodity WHITE LEAD

Date 5/23/40

QUOTATION SUMMARY

Quotation No. 224

REQ NO	QUANTITY	DESCRIPTION	UNIT	DU PONT, E.I. DE NEMOURS & COMPANY PRICE	EAGLE-PICHER SALES CO. PRICE	HOOKER GLASS & PAINT MFG. CO. PRICE	KNUTTEN [illegible] INC. PRICE	[illegible] PRICE	[illegible] PRICE	PRICE	Last Price 1/18/40 PRICE	PRICE	PRICE	PRICE
	12,000 (approx)	lbs. WHITE LEAD-Ground in Oil-Soft Paste (in 100 lb. containers) per specs.	cwt.	10.[illegible]4	[illegible].57	10.75	10.[illegible]	[illegible].57	.57		[illegible].57			
		DISCOUNT.....		[illegible]	[illegible]	[illegible]	[illegible]	--	--					
		DELIVERY.....		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]					
		(Delivery of 200# at once and balance over period of 6 mos. from date of award)												
		[illegible].....		Du Pont Harrison	[illegible]	Dutch Boy or Eagle	[illegible]	[illegible]	[illegible]					

CE 865B

FEDERAL TRADE COMMISSION
Docket No. 5253 Exhibit No. 865-B

4667

QUOTATION SUMMARY

Commodity WHITE LEAD

Date 7/3/40

Quotation No. 289

REQ NO	QUANTITY	DESCRIPTION	UNIT	DU PONT, E.I. DE NEMOURS & COMPANY PRICE	EAGLE-PICHER SALES CO. PRICE	ENDUSTEN BROS. INC. PRICE	NATIONAL LEAD COMPANY PRICE	PATEK BROTHERS INC. PRICE	PITTSBURGH PLATE GLASS CO. PRICE	SHERWIN-WILLIAMS CO. PRICE			
40500 Bridge Shop 528 W. Fraser St.	10,000#	WHITE LEAD-Ground in oil-Soft Paste (in 100 lb. containers) as per specs.	cwt.	10.54	8.57	9.50	8.57	10.75	10.75	8.57			
		DISCOUNT.....		1%	--	1%	Net	2%	2%	Net			
		NET PRICES.....per cwt		10.4346	8.57	.405	8.57	10.535	10.535	8.57			
		DELIVERY.....		7 days	3 days	Rec. 1-3 da.	Immed.	10 days	3 days				
		BRAND NAMES.....		Du Pont "Harrison"	Eagle		Dutch Boy	Dutch Boy	Dutch Boy	Old Dutch			

CBT-C

FEDERAL TRADE COMMISSION
Docket No. 223 Exhibit No. 865-C

3

4669

Commission's Exhibit No. 865.

2781

QUOTATION SUMMARY

Commodity WHITE LEAD

Date 5/8/42

Quotation No. 160

REQ NO	QUANTITY	DESCRIPTION	UNIT	EAGLE-PICHER SALES CO. PRICE	ESSER, T. C. CO. PRICE	KNUDTEN BROS. INC. PRICE	NATIONAL LEAD CO. PRICE	PATEK BROTHERS INC. PRICE	SHERWIN-WILLIAMS CO. PRICE	ZUMMACH, WM. F. INC. PRICE	PRICE	PRICE	PRICE
180 Fire 118 W. Virginia St.	2,000	lbs. WHITE LEAD-Ground in Oil Soft Paste (in 100 lb. containers) to conform to specifications listed on bid.	cwt.	9.80	11.25	10.75	10.05	11.75	9.80	11.15			
		BRAND		Eagle	Hammer	Euston	Dutch Boy	Dutch Boy	Old Dutch	Zummach's			
		DISCOUNT		--	1%	1%	--	2%	--	1%			
		DELIVERY		5 da.	--	1 da.	2-3 da.	5 da. Immed. acceptance	1 da.	5 da.			

Case 86 F-D

FEDERAL TRADE COMMISSION
Docket No. 5253 Exhibit No. 865-D

MILWAUKEE-NICHOLSON 4
JAN 3 45
MILW. BOARD PURCHASES LETTER OF JAN 3 '45
P C Kolinski

317

4671

Commodity - [illegible]

Date 4/3/43

QUOTATION SUMMARY

[illegible]

Quotation No. [illegible]

REQ NO	QUANTITY	DESCRIPTION	ACME WHITE LEAD & COLOR WORKS PRICE	THE EAGLE-PICHER LEAD COMPANY PRICE	ESSER, T. C. COMPANY PRICE	HOOKER GLASS & PAINT MFG. CO. PRICE	KNUDTEN BROS. INC. PRICE	NATIONAL LEAD COMPANY PRICE	PATEK BROS., INC. PRICE	PITTSBURGH PLATE GLASS COMPANY PRICE	SHERWIN-WILLIAMS CO. PRICE	ZUMMACH, WM. P., INC. PRICE
2-3-Fire 11-7- Mar-India	2,000 lbs.	[illegible] Soft Paste (in 100 lb. containers) Ic [illegible]	A.C.Soft 9.89	9.80	10.75	11.50	11.50	9.80	11.75	11.75	9.80	12.00
			Acme Quality	Eagle	Hammar	Blue Seal	Glidden Co.- Euston Lead	Dutch Boy	Dutch Boy	Dutch Boy	Sherwin-Williams Old Dutch Process	Zummach
		DISCOUNT.....	Net	Net	1%	2%	2%	Net	2% Net-60 da.	1%	Net	Net
		DELIVERY.....	24 hrs.	5 da.	2 da.	3 da.	At once	5 da.	2 da.	At once	3 da.	---

[illegible]

[illegible]

[illegible]

4675 COMMISSION'S EXHIBIT NO. 866.

National Lead Company,
111 Broadway, New York.

May 12, 1931.

To the/
President and Board of Directors of the
Eagle-Picher Lead Company,
Cincinnati, Ohio.

Gentlemen:

I am empowered by the Board of Directors of the National Lead Company to make to you the following propositions:

1. The National Lead Company will buy all of the net assets of every kind and description owned by the Eagle-Picher Lead Company, including lands, plants, inventories, bills receivable, patents, secret processes, good will, investments, and all other properties or interest in properties belonging to the Eagle-Picher Lead Company.

2. This proposition is based upon the annual statement issued by the Eagle-Picher Lead Company as of the date of December 31, 1930, of which a copy has been given to the National Lead Company, and upon which statement the National Lead Company relies as an accurate statement as of that date in making this proposition.

3. The meaning of the term net assets in the first paragraph hereof includes all of said assets, less what is included at that time under the item of current liabilities in said statement.

4. We will pay to you for said properties the sum of ten million dollars ($10,000,000.00), subject to the following adjustments:

(a) All assets (except property described under the heading of "Fixed Assets" in said statement) and current liabilities to be audited and determined as of the date which shall be fixed for the execution of this agreement, if accepted. The inventories to be brought down to such date at the then current market prices for raw materials. Materials in process of manufacture or finished to be invoiced at current market for metal contents, plus actual cost of manufacturing to their present condition.

(b) Value of notes, accounts and bills receivable to be deducted from above purchase price, but collected by Na-

tional Lead Company without charge and proceeds remitted to you as promptly as collected. Any notes, accounts or bills receivable not collected within three months after the transfer of the property shall be transferred to you for such action as you may desire.

4676 (c) In case the current assets as described in said statement, as so adjusted, are more or less than shown in said statement dated December 31, 1930, or the current liabilities as adjusted are more or less than shown in said statement, then the purchase price above stated shall be adjusted accordingly.

(d) In other words:— If the current assets of the company shall be less than the amount stated in the balance sheet of December 31, 1930, the amount of such decrease in value shall be deducted from the $10,000,000.00 offered for said properties. In like manner, if the current liabilities are more than shown in said statement, then the amount of excess shall be deducted from said $10,000,000.00 purchase price. And, on the contrary, if the assets are more when adjusted as aforesaid, then the amount of such excess value shall be added to the purchase price of $10,000,000.00. If the current liabilities as reported in said statement are less, then the amount of such decrease shall be added to the $10,000,000.00 on the readjustment made on the auditing of the account. The amount of the payment for said properties to be varied by such adjustment, after auditing.

(d) The property described in said statement under the heading "Deferred Items" should be adjusted to conform to the facts on date fixed for the purpose; and in case the item "Purchase Option Deposit" has no present value, it shall be deducted from the purchase price as herein stated.

(e) This proposition shall be accepted and approved by the Board of Directors of the Eagle-Picher Lead Company within one month from the date hereof; and thereafter the transaction shall be submitted to the stockholders of the Eagle-Picher Lead Company, under and pursuant to the laws of the State of Ohio, with such speed as the necessity of complying with the laws and giving the proper notices will permit.

5. Payment for said properties shall be made in cash.

Very respectfully,

(Signed) E. J. Cornish
President.

4704 **RESPONDENT'S EXHIBIT NO. 1.**

Constitution and By-Laws

Lead Industries Association

Dated as of November 14, 1928.

4705 **Constitution of the Lead Industries Association**

We, the undersigned subscribers, being severally identified with the lead mining, smelting, refining and/or manufacturing industries, mutually agree to form an association for the object, and under the plan, set forth below. By causing our names to be subscribed thereto we agree to the provisions of this

Constitution.

Article 1

Name

The name of this association shall be the Lead Industries Association.

Article 2

Objects

The purpose of the Lead Industries Association shall be:

To collect and publish statistical information relating to the production, distribution, marketing, consumption and use of lead and lead products;

To disseminate accurate information regarding lead products and how they best may be used;

To develop methods for the improvement of the welfare of those engaged in the lead industries, or in the use
4706 **of its product; and for such other purposes as, from time to time, may be of benefit to the lead industries.**

In general to promote the serviceability of the lead industries to the community at large.

Article 3

Limitations

No agreement, understanding, combination or arrangement or any form of concerted action to curtail production, fix prices, suppress competition, or in any other manner

to restrain trade or commerce, or to monopolize, or attempt to monopolize any part of the trade or commerce of the country shall be permitted in the Lead Industries Association, nor any other act or acts which may be in contravention of law or good business practice. Each member of the association shall be wholly free to conduct its business without legal or moral accountability to the association or to any member thereof.

Article 4

Inspection of Records

The books and records shall reflect the complete details of all the activities of the Lead Industries Association, and shall be open to inspection at all times by the departments or bureaus of government interested. All reports of general interest distributed to the members shall be furnished to others desiring them for such consideration as may be regularly established by the association.

Article 5

Non-Profit Organization

The affairs of the Lead Industries Association shall not be conducted for profit.

4707 Article 6

Membership

Any individual, company, firm or corporation, engaged in the mining, smelting, refining and/or manufacturing of lead or lead products, or using lead products, is eligible for membership. Acceptance of election to membership shall imply subscription to the provisions of this constitution.

Article 7

Management

The management and control of the Lead Industries Association shall be vested in a board of directors, and in an executive committee of the board of directors empowered to act, ad interim, in accordance with the provisions of the by-laws.

Article 8

Officers

The officers of the Lead Industries Association shall be a president, one or more vice-presidents, and a chairman of the board of directors, all elected by the board of directors, and a secretary and a treasurer appointed by the executive committee. The same person may be both secretary and treasurer. The duties and powers of the officers shall be defined in the by-laws.

Article 9

Expenses

The expenses of the Lead Industries Association shall be borne by contributions from the members apportioned according to the provisions of the by-laws.

4708 Article 10

By-Laws and Amendments

The by-laws of the Lead Industries Association shall provide the rules and regulations governing the management and conduct of the organization not otherwise provided by the constitution. This constitution, and the by-laws, may be amended at any meeting of the board of directors by a majority vote in person or by written consent, provided two (2) weeks' notice of the meeting shall have been given together with a copy of the proposed amendment. Until amended the by-laws shall be of the terms and tenor of the by-laws attached hereto, bearing even date herewith.

In Witness Whereof, we have caused our names to be subscribed hereto, by our respective proper officers thereunto duly authorized, as of the 14th day of November, 1928.

4709 By-Laws of the Lead Industries Association
Dated as of November 14th, 1928

Article I

Membership

Section 1. Application for membership shall be in writing on forms provided by the Secretary, duly executed by the applicant, and shall state:

(a) The name of the individual, firm, company or corporation applying;

(b) The branch of the lead mining, smelting, refining and/or manufacturing or consuming industry in which the individual, firm, company or corporation is engaged;

(c) The name of the applicant's representative.

Applications for membership in the Lead Industries Association shall be acted upon, following their receipt, at the next meeting of the board of directors or the executive committee. A majority vote shall elect an applicant
4710 to membership. (The applicant shall signify acceptance of election by subscribing his or its name to the Constitution and By-Laws.)

Sec. 2. Any member may withdraw at any time from membership in the Lead Industries Association by giving formal notice of such withdrawal to the Secretary, and fulfilling all obligations to the association incurred by that member to the time of withdrawal.

Sec. 3. Each member shall have one vote and all members shall have the same status.

Article II

Meetings of Members

Sec. 1. A regular meeting of the members shall be held annually on the third Wednesday in February of each year for the purpose of electing directors and for such other business as shall be placed before the meeting. Special meetings may be called at any time by the President or the Chairman of the board of directors. Notice of the time and place of all meetings shall be given to each member in writing or by telegraph at least ten days before the meeting.

Article III

Board of Directors

Sec. 1. The board of directors of the Lead Industries Association shall consist of representatives of the members elected at the annual meeting and shall not exceed fifteen (15) in number. Representation by proxy is permissible.

4711 Sec. 2. The board of directors shall have power to hold meetings at such times and places as it deems proper. It shall be empowered to elect new members; to

appoint an executive committee, and other standing committees, with such duties, consistent with the Constitution and By-Laws, as it may prescribe; to elect officers; and to have such other functions and authority as may be necessary to carry out the purposes of this association.

Sec. 3. Regular meetings of the board of directors shall be held quarterly on the third Wednesday of February, May, August and November of each year. Special meetings may be held upon the call of the Chairman at any time upon the expiration of two days' notice.

Sec. 4. Five (5) members of the board of directors shall constitute a quorum.

Article IV

Executive Committee

Sec. 1. The executive committee shall consist of five (5) directors elected by the board of directors. The executive committee may act on behalf of the association in any matter upon which the board of directors is qualified to act, when the board is not in session. The executive committee shall appoint the Secretary and Treasurer, and such clerks or other assistants required, and may provide in general for the detailed administration of the association. The board of directors in electing members of the executive committee shall designate one such member to serve as chairman of the executive committee.

4712 Sec. 2. Directors who are not members of the executive committee shall have the privilege of attending in person, or by proxy, all meetings of the executive committee, and to join in discussions, but without vote.

Sec. 3. Meetings of the executive committee shall be at the call of the chairman upon at least one day's previous notice.

Article V

Officers

Sec. 1. The duties of the officers shall be those usually pertaining to their respective positions.

It shall be the special duty of the chairman of the board of directors to enforce Article 3 of the constitution.

Sec. 2. The Secretary shall represent the executive committee as an administrative official, and keep a complete

and detailed record of all meetings of the board of directors and executive committee.

Sec. 3. The treasurer may be required to give bond in such sum and with such sureties as the executive committee may require. He shall have custody of and shall receive and disburse all the funds of the association.

Sec. 4. The officers shall be elected annually at the first regular meeting of the board of directors.

Sec. 5. Any vacancy caused by disability, resignation or otherwise, may be filled at any time by the executive committee.

4713 Article VI

Expenses and Assessments

Sec. 1. The expense of conducting the Lead Industries Association shall be apportioned among the members and shall be based upon the lead production or consumption of the members reduced to units of metallic lead. In the case of the mining, smelting and refining branches of the lead industries, the lead produced in ores and concentrates, or lead bullion and pig lead, respectively, shall be the basis of the assessment; in the case of the manufacturing, reselling or consuming branches of the lead industries, the lead consumed, whether virgin or secondary, shall be the basis. A schedule of assessments shall be drawn up based upon the four major divisions represented in the association, i. e., (a) mining, (b) smelting and refining, (c) manufacture of lead product, (d) consumption of lead which is not resold. Assessments shall be apportioned among members in each of the above divisions according to the following ratio per ton: (a) 4, (b) 1, (c) 2, (d) ½. Some members may be assessable in two or more divisions. Foreign production or consumption to be assessed upon the same ratio but given a deduction of 50 per cent from the total assessment. Contributions shall be based upon the previous year's record of production and consumption, and shall be made quarterly.

The minimum fee for membership in the Lead Industries Association shall be $100.00 per year, effective July 1, 1933.

4737 **RESPONDENT'S EXHIBIT NO. 6.**

Third Meeting

Code Authority Meeting

New York, N. Y. July 27, 1934.

A meeting of the Code Authority for the Lead Industry was held on Friday, July 27, 1934, at 10:00 A. M., in the Board Room of the National Lead Company, 111 Broadway, New York, N. Y.

Present

Members	Alternates
Clinton H. Crane, Chairman	H. M. Brush
F. M. Carter	D. A. Callahan
W. Y. C. Hunt	I. H. Cornell
F. Y. Robertson	Clarence Glass
P. E. Sprague	R. G. McKay
	F. S. Mulock
	E. L. Newhouse, Jr.
	H. Y. Walker

G. W. Farny, Administration Member
Carroll Wetzell, N. R. A. Legal Dept. New York
F. E. Wormser, Secretary, Treasurer.

The minutes of the second meeting of June 18 were approved.

Without objection, the Secretary was instructed to insert in the record Administrative Order No. 442-6, recognizing the members of the Code Authority for the Lead Industry, which appears as Exhibit "A" attached.

Without objection, the Secretary was instructed to insert in the record the following formal notification from the National Recovery Administration, appointing Major George W. Farny Administration Member:

"Kindly be advised that Mr. George W. Farny of Morris Plains, N. J., has been appointed, by Administrative Order, as Administrative member on the Code Authority of the Lead Industry. Mr. Farny is a mining engineer by profession and has a background of both national and international experience, and I believe that he will make a desirable member on the Code Authority.

Signed: W. A. Janssen, Deputy Administrator, Metals and Mining Section, July 3, 1934."

4738 Without objection, the Secretary was instructed to insert in the record the formal notification from the

National Recovery Administration, granting temporary exemption from Section 2 of Article VII, and Schedule "A" of the Lead Code, which appears as Exhibit "B" attached.

Without objection, the Secretary was instructed to insert in the record formal notification from the National Recovery Administration, approving the By-Laws of the Code Authority, as follows:

"The By-Laws of the Code Authority for the Lead Industry submitted by you with your letter of June 14, 1934, have been examined and are hereby approved.

Signed: C. E. Adams, Division Administrator, June 29, 1934."

The Secretary was requested to report the balloting, by letter, for alternates to serve for Code Authority members and he stated that the Mining Division had elected Alternate 1, Mr. A. G. Mackenzie and Alternate 2, Mr. Paul H. Hunt, to serve for Mr. George W. Lambourne, by letter ballot mailed on June 15, eleven out of fourteen ballots having been received.

The Smelting and Refining Division had elected Mr. Clarence Glass alternate for Mr. John A. McCarthy, by letter ballot mailed on June 14, fifteen out of nineteen ballots having been received.

The Pigments Division had elected Alternate 1, Mr. W. E. Maston and Alternate 2, Mr. J. R. MacGregor, to serve for Mr. R. M. Roosevelt, by letter ballot mailed on June 21, eight out of ten ballots having been received.

The Metallic Lead Products Division had elected Mr. E. L. Newhouse, Jr., to serve for Mr. P. E. Sprague, by letter ballot mailed on June 16, twenty out of twenty-nine ballots having been received.

The Secretary was requested to notify the National Recovery Administration of the election of these alternates in order to procure the approval of the Administrator.

The Secretary reported that the investigation of the eight-hour day, as ordered by the Code, was nearing completion and that he expected to make a full report at an early meeting of the Code Authority.

He also stated that the various divisions of the Code were studying the drafting of suitable standards of safety and health for their respective Divisions but that the subject was such a large one that considerable time would yet elapse before any reports could be expected.

4739 The same comment was made with respect to the study of the regional industrial relations boards, at least the Division being confused with the relationship now existing between the newly formed Labor Relations Board and those industrial relations boards which were being set up by various codes. Mr. Callahan suggested that to avoid duplication of effort it would be desirable to obtain from the National Recovery Administration information as to the scope or jurisdiction of the National Labor Relations Board and the Regional Labor Boards to be set up under the Lead Code. The Administration representative said he understood the Labor Advisory Board was considering the situation and the Legal National Recovery Administration representative suggested the matter be laid on the table pending the receipt of further advice from Washington, stating that there would be no question of the extension of time that might be required to perfect the Lead Code labor plans occasioned by the delay.

Whereupon it was regularly moved, seconded and carried, that the Secretary be instructed to communicate with the Administration in order to determine what, if any, change the creation of the newly formed National Labor Relations Board would be brought about in planning for regional industrial relations boards for the Lead Industry and to request, if available, some definition as to the functions of each.

Mr. Sprague presented to the Code Authority the difficulties which the Metallic Lead Products Division encountered in attempting to devise adequate standards of safety and health for the Division, there being an overlap between the Smelting and Refining processes and actual manufacturing processes as conducted by numerous members of the Division. He suggested it might be wise to establish a new arm of the Code Authority to consider specially safety and health problems.

The Secretary was requested to circularize Code Authority members for a definite expression of their views on the safety and health problem. Mr. Walker recommended, and without objection the Chair ruled, that in the meantime each Division continue as it is doing and that ultimately the various Division Chairmen consult with each other on the safety and health program. The Chairman brought up the close inter-relationship between the standards of safety and health for the Lead Industry and the Copper Industry as well as other metal industries.

4740 The Secretary reported that he had circulated labor questionnaires on which members could report overtime under the provisions of Article III, Section 3, or the number of handicapped employees under Article IV, Section 6. These forms are attached as Exhibit "C".

The Secretary also stated that he had distributed questionnaires among the members of the Mining and Smelting and Refining Divisions (Exhibit "D" attached) which were a continuation of the questionnaires sent earlier in the year under the auspices of the Lead Industries Association, in order to obtain fundamental labor statistics for these Divisions. He expressed a desire to have the cooperation of the Chairman of the Pigments, Metallic Lead Products and Foil Divisions in order to devise and circulate suitable labor questionnaires among those Divisions respectively.

A letter from Deputy Administrator Janssen, dated July 21, with reference to amending the Lead Code so as to make assessments under the Code mandatory was presented. (Exhibit "E" attached.) Discussion which ensued indicated that there was much to be said in favor of making the contributions to the Code Authority voluntary and, likewise, on a mandatory basis. As some members desired to give the subject further study action on the letter was put over to the next meeting.

The Chairman presented a request from Deputy Administrator Janssen, dated July 10, urging the Code Authority to establish a Trade Practice Complaints Committee. (Exhibit "F" attached.) The Code Authority, in its discussion, weighed the desirability of constituting a trade practice complaints committee from only those Code Authority members who had a direct interest in the fair trade practices outlined in the Code, or constituting the entire Code Authority a trade practice complaints committee and

It was finally moved, seconded and carried, that the Code Authority for the Lead Industry constitute the Trade Practice Complaints Committee and that the Secretary confer with Mr. Wetzell of the National Recovery Administration to draft a suitable plan in accordance with the instructions provided by Deputy Janssen, circulating this plan among the Code Authority members before submitting it to Washington.

The Chairman presented a petition from the American Metal Co., Ltd., for an exemption from the Lead Code labor provisions for its operations at Carteret, N. J., as

per copy of letters dated July 17 and July 25 (Exhibit 4741 "G" in two pages). Discussion followed relative to the relationship between the American Metal Company's petition and that of the American Smelting & Refining Company, which had previously been endorsed, also the general situation as it affected the similar operations of the members of industry who had to operate under two or more codes. As a similar petition was pending in Washington

It was moved, seconded and carried that the request from the American Metal Co., Ltd., for exemption from the Lead Code labor provisions at its operations at Carteret, N. J., be tabled pending action by the Administrator on a similar petition from the American Smelting and Refining Company.

The Chairman presented a request from the Nassau Smelting and Refining Company, for guidance in handling a Compliance Certificate, as copy of letter of July 18. (Exhibit "H" attached.) The Government representative, Mr. Farny, suggested that the problem be submitted to the National Recovery Administration for assistance. Mr. Glass read a legal opinion which his Company had received in an effort to be helpful.

Whereupon it was suggested that the Code Authority approve a standard Certificate of Compliance, which could be submitted to the National Recovery Administration for its approval. Mr. Wetzell pointed out that the National Recovery Administration would probably be reluctant to become involved in a matter which concerned the P. W. A., or other Government Departments outside the N. R. A. The Secretary was instructed by the Chairman to communicate with Messrs. Earl, Fleming and Wolff to prepare a Certificate of Compliance which would meet the requirements of the Government and yet be adequate for industry.

The Chairman noted a request for an interpretation from the Metals Refining Company, dated July 2, 1934, with relation to Article VIII, Section 1 (i) as follows:

"'A Seller of antimonial lead makes a contract with a Buyer of antimonial lead to supply the Buyer's requirements of antimonial lead of grades specified, said requirements to consist of a minimum of 200 tons and a maximum of 300 tons per month, at a price of $1.00 per ton below the cost of metals contained, using the St. Louis Lead market for the lead and the New York Antimony market for the

balance of weight, the governing markets being those
4742 in effect at Buyer's option, to be declared when orders
are placed, either (a) on date of shipment, or (b)
monthly average for month of shipment.

'Is the tender and completion of the above transaction a violation of the clause quoted?' "

and referred it to Mr. Sprague, as Chairman of the Metallic Lead Products Division.

The Chairman presented a request for information from the Anaconda Lead Products Company, dated June 28, as follows:

"Our men working five days per week frequently decide they would like to work ten days straight and have four days off, or they might work fifteen days straight and have six days off. They would average forty hours per week and simply work this schedule out between themselves so that they could really have a vacation and go some place in the four or six days that they are off. There is no difference in the money involved nor the hours of labor over a reasonable length of time. Of course, this would be provided for under the averaging agreement.

"Naturally we would not pay them overtime on any such an arrangement outlined above. The net result is that the men only suffer, we do not have any more employment and yet we have more friction. Will you please be kind enough to clarify the situation for us?"

The Code Authority saw no objection in the Code to a working schedule being arranged so that an employee might work ten days straight with a four day lay-off immediately following this period of employment, provided not more than 40 hours employment per week be given, but that it would be a violation of the Code to work 15 days straight with 6 days off. The Government representative was inclined to favor this construction of the Code.

The Chairman presented a letter from the Hecla Mining Company, dated June 29, as follows:

"The Lead Code provides for exceptions as to hours under Article III, Section 3 (c):

" 'Nor to employees receiving less than Thirty-Five (35)
Dollars per week in a managerial, executive or super-
4743 visory capacity, or to technical staffs, nor to outside
sales or service employees.

"The question has arisen with us as to whether or not our mine surveyors—men who work in the engineering office—would be classed as part of the technical staff. I will

appreciate it if you can give me any information on this point."

It was the sense of the Code Authority that mine surveyors, men who work in the Engineering Office, were to be classed as part of technical staffs under Article III, Section 3 (c) of the Lead Code.

The Chairman next presented a petition from the Bunker Hill and Sullivan Mining and Concentrating Company and the Hecla Mining Company, dated July 10, as follows:

"The undersigned members of the Lead Industry, especially on behalf of certain of their employees, respectfully request an exception from the provisions of Article III of the Code of Fair Competition for the Lead Industry, as approved May 24, 1934, so as to permit these employees to arrange their schedule of work to their better advantage and comfort. The employees referred to are those who are on continuous operations such as running mine pumps, operatives in power houses, etc., some of whom, under the Code, work forty-eight hours per week. These men greatly prefer to work continuously for two or three weeks, then lay off two or three days as the case may be and then resume their work on another shift, but in no instance would they exceed an average of forty or forty-eight hours per week as the case may be during any thirteen weeks-period.

"This is practically the same plan as is embodied in the Copper Code forty hours per week over a three months period; there is no change in the number of hours worked but their distribution is changed to a more convenient and popular plan. To hold these men rigidly down to a forty or forty-eight hour working time in any seven day week is inconvenient, and especially at the request of a number of employees are we making this request. If necessary formal petition for such a change can be had from a large number of our employees and an endorsement of the plan will be made by local labor unions. Bunker Hill & Sullivan Mining & Concentrating Co. By Stanly A. Easton, Pres. Hecla Mining Company, by James F. McCarthy, Pres."

4744 In view of the fact that the exemption requested referred to mine employees on continuous operations, such as powerhousemen and pumpmen, and that the petition was presented at the request of a number of employees of Bunker Hill and Hecla Mining Companies, and that an endorsement of the plan would be made by the local labor unions, the Code Authority approved the aforesaid petition

and instructed the Secretary to transmit it to the Administrator with its endorsement.

Mr. Sprague stated that the Solder Section of the Metallic Lead Products Division had met to interpret Article VIII, Section 1 (i) but that opinion had not been unanimous on an interpretation. The Chairman therefore requested that the minutes of the Solder meeting, at which this interpretation was discussed, be distributed to the members of the Code Authority so that the Code Authority could act on this interpretation at the next meeting.

At the suggestion of Major Farny, the Chairman announced that the next meeting of the Code Authority would be held on Monday, August 20, at a time and place to be announced later.

The meeting thereupon adjourned.

Secretary.

4745 Exhibit "B" Third Code Authority Meeting—
July 27, 1934.
Copy

Code of Fair Competition for the Lead Industry.
Order Granting Temporary Exemption from the Trade and Marketing Provisions for the Lead Pigments Division of the Lead Industry.

An application having been duly made by the Members of Industry of the Lead Pigments Division of the Lead Industry for a temporary exemption from the provisions of Section 2 of Article VII, Schedule A, which is a part thereof, of the above described Code of Fair Competition, and the Deputy Administrator having recommended that such application be granted to the extent hereinafter set, and it appearing that the granting of such exemption is necessary to effectuate the policies of Title I of the National Industrial Recovery Act:

Now, Therefore, pursuant to the authority vested in me by Executive Orders of the President and Orders of the Administrator for Industrial Recovery, it is hereby ordered that the Members of Industry of the Lead Pigments Division of the Lead Industry be and hereby are granted an exemption from the provisions of Section 2 of Article VII and Schedule A of said Code of Fair Competition for a period of three months from the date hereof, provided, that such exemption be granted without prejudice to further

extension beyond three months if at the end it shall appear to the Administrator that the Industry has been unable to determine upon either the execution of Section 2 of Article VII and Schedule A which is a part thereof or upon the modification thereof.

C. E. Adams,
Division Administrator.

Approval recommended:
W. A. Janssen,
Deputy Administrator.
June 27, 1934.

4746 RESPONDENT'S EXHIBIT NO. 7.
(NRA Cut)

National Recovery Administration
Washington, D. C.
July 16, 1934.

In Reply Refer To Code No. 442

Lead Industry Code Authority,
Mr. W. E. Wormser, Secretary,
420 Lexington Avenue,
New York, New York

Dear Sir:

There is transmitted herewith certified copy of Administrative Order No. 442-3, granting the Lead Pigments Division of the Lead Industry temporary exemption from the provisions of Section 2 of Article VII, Schedule A of the Code of Fair Competition for the Lead Industry, such Order having been approved on June 27, 1934.

Very truly yours,
H. Rose,
Chief, Code Record Section.

Enclosure:
Copy as above.

4747 UNITED STATES OF AMERICA
(NRA Cut)

National Recovery Administration

To all to whom these presents shall come, Greeting:

By virtue of authority vested in me by an order of The President, dated November 18, 1933, I, Hugh S. Johnson,

Administrator for Industrial Recovery, certify that the attached copy of Administrative Order No. 442-3, granting the Lead Pigments Division of the Lead Industry temporary exemption from the provisions of Section 2 of Article VII, Schedule A of the Code of Fair Competition for the Lead Industry,—is a true and correct copy of the original, now in my custody, as approved on the 27th day of June, 1934, pursuant to the provisions of the National Industrial Recovery Act, approved June 16, 1933, Public, No. 67, 73d Congress.

In testimony whereof, I, Hugh S. Johnson, Administrator, have hereunto caused my name to be subscribed and the seal of the National Recovery Administration affixed by the Official Certification Clerk, at the City of Washington, in the District of Columbia, this 16th day of July, 1934.

Hugh S. Johnson,
Administrator for Industrial Recovery.
Winidred A. Evers,
Asst. Official Certification Clerk.

No. 24942

4748 Code of Fair Competition for the Lead Industry
Order No. 442-3

Order Granting Temporary Exemption From the Trade and Marketing Provisions for the Lead Pigments Division of the Lead Industry.

An application having been duly made by the Members of Industry of the Lead Pigments Division of the Lead Industry for a temporary exemption from the provisions of Section 2 of Article VII, Schedule A, which is a part thereof, of the above described Code of Fair Competition, and the Deputy Administrator having recommended that such application be granted to the extent hereinafter set, and it appearing that the granting of such exemption is necessary to effectuate the policies of Title I of the National Industrial Recovery Act:

Now, Therefore, pursuant to the authority vested in me by Executive Orders of the President and Orders of the Administrator for Industrial Recovery, it is hereby ordered that the Members of Industry of the Lead Pigments Division of the Lead Industry be and hereby are granted an exemption from the provisions of Section 2

of Article VII and Schedule A of said Code of Fair Competition for a period of three months from the date hereof, provided, that such exemption be granted without prejudice to further extension beyond three months if at the end it shall appear to the Administrator that the Industry has been unable to determine upon either the execution of Section 2 of Article VII and Schedule A which is a part thereof or upon the modification thereof.

C. E. Adams,
Division Administrator.

Approval recommended:
W. H. Janssen,
Deputy Administrator.

June 27, 1934.

4749 RESPONDENT'S EXHIBIT NO. 8.

Code Authority for the Lead Industry
420 Lexington Avenue
New York, N. Y.

Memorandum No. 8.
June 28, 1934.

To Members of the Code Authority:

Subject: Petition Lead Pigments Division.

We have been advised by Deputy Administrator Janssen, under date of June 27, that the application of the members of the Lead Pigments Division of the Lead Industry, for temporary exemption from Section 2 of Article VII and Schedule A, which is a part thereof, of the Code of Fair Competition for the Lead Industry, has been granted. A copy of the order covering this temporary exemption is attached.

Very truly yours,
F. E. Wormser,
Secretary.

P. S. Request for this exemption was made prior to the formation of our Code Authority and was made through the Lead Industries Association.

F. E. W.

4750 Code of Fair Competition for the Lead Industry

Order Granting Temporary Exemption from the Trade and Marketing Provisions for the Lead Pigments Division of the Lead Industry.

An application having been duly made by the Members of Industry of the Lead Pigments Division of the Lead Industry for a temporary exemption from the provisions of Section 2 of Article VII, Schedule A, which is a part thereof, of the above described Code of Fair Competition, and the Deputy Administrator having recommended that such application be granted to the extent hereinafter set, and it appearing that the granting of such exemption is necessary to effectuate the policies of Title I of the National Industrial Recovery Act:

Now, Therefore, pursuant to the authority vested in me by Executive Orders of the President and Orders of the Administrator for Industrial Recovery, it is hereby ordered that the Members of Industry of the Lead Pigments Division of the Lead Industry be and hereby are granted an exemption from the provisions of Section 2 of Article VII and Schedule A of said Code of Fair Competition for a period of three months from the date hereof, provided, that such exemption be granted without prejudice to further extension beyond three months if at the end it shall appear to the Administrator that the Industry has been unable to determine upon either the execution of Section 2 of Article VII and Schedule A which is a part thereof or upon the modification thereof.

C. E. Adams,
Division Administrator.

Approval recommended:
W. A. Janssen,
Deputy Administrator.

June 27, 1934.

4751 **RESPONDENT'S EXHIBIT NO. 9.**

Fifth Meeting

Code Authority Meeting

New York, N. Y. September 25, 1934.

A meeting of the Code Authority for the Lead Industry was held on Tuesday, September 25, 1934, at 10:00 A. M., in the Board Room of the National Lead Company, 111 Broadway, New York, N. Y.

Present

Members	Alternates
Clinton H. Crane, Chairman	H. M. Brush
F. M. Carter	F. F. Colcord
W. Y. C. Hunt	I. H. Cornell
R. M. Roosevelt	Clarence Glass
P. E. Sprague	R. G. McKay
	F. S. Mulock

G. W. Farny, Administration Member
F. E. Wormser, Secretary, Treasurer.
By Invitation
W. Hochschild
F. Laist
S. H. Levison

The minutes of the fourth Code Authority meeting of August 20 were approved.

Equitable Wage Adjustment Reports

The Secretary reported the receipt of numerous statements from members setting forth equitable adjustments made by them under the provisions of Article IV, Section 5, but reported that many statements were still outstanding. As some uncertainty existed with reference to the responsibilities and duties of the Code Authority in procuring compliance with Section 5 of Article IV, and as the Code Authority had not had an opportunity to scrutinize the individual reports submitted, without objection the Secretary was instructed to prepare a digest of the reports that had been received, mailing copies of the reports to the Code Authority members and sending letters to those members who had not yet responded, urging them to furnish

their reports at once. The Secretary was also directed to ascertain from counsel the duties of the Code Authority under Article IV, Section 5.

4752 Safety and Health Program

The Secretary reported progress among the various Divisions in comparing Safety and Health Standards, as required by Article V, Section 4.

Eight-Hour Day Report

The report on the Operation of the Eight-Hour Day for the Mining Division, as submitted to the Administrator under date of September 1, and the Supplementary report of September 18, were approved and are attached hereto as Exhibit "A".

Plan for Safe-Guarding Code Authority Funds

The Plan for the Safe-Guarding of Code Authority Funds, as submitted to the Administrator under date of September 18 was approved and appears in these minutes as Exhibit "B", together with correspondence on the budget with Deputy Administrator Janssen, letters being dated as follows:

Exhibit B-1 W. A. Janssen's letter—July 27, 1934
Exhibit B-2 F. E. Wormser's letter—Aug. 2, 1934, with enclosure
Exhibit B-3 W. A. Janssen's letter—Aug. 10, 1934.

Petition for Exemption—Lead Pigment Division

As the Lead Pigments Division was desirous of procuring an extension of exemption from the provisions of Section 2, Article VII and Schedule A, the Secretary reported the submission to the Administrator, under date of September 18, of a formal request for such extension. The letter mailed the National Recovery Administration under date of September 18, on behalf of the Pigments Division, was formally approved by the Code Authority and appears as follows:

"Under date of June 27, 1934, an order granting temporary exemption from the trade and marketing provisions for the Lead Pigments Divi[illegible] of the Lead Industry, particularly in reference to th[illegible]rovisions of Section 2 of Article VII and Schedule A w[illegible] granted by the Adminis-

trator for a period of three months from that date, provided 'that such exemption be granted without prejudice to further extension beyond three months if at the end it shall appear to the Administrator that the Industry
4753 has been unable to determine upon either the execution of Section 2 of Article VII and Schedule A, which is a part thereof or upon modification thereof.'

"Inasmuch as the Lead Pigments Division has not yet been unable to determine upon the modification of Article VII, Section 2 it desires, a further extension for a period of at least three months granting temporary exemption from the provisions of Section 2, Article VII and Schedule A is respectfully requested."

Industrial Relations Board Plan Overtime Reports

The letter from Deputy Administrator Janssen, dated August 31, granting an extension of time for the submission of an Industrial Relations Board Plan and outlining the policy of the National Recovery Administration, with regard to Overtime Reports, was inserted in the record as follows:

"Receipt is acknowledged of a copy of the Minutes of the Fourth Meeting of your Code Authority, held August 20, 1934, and of your letter dated August 23, regarding reports on overtime. There are no objections to referring these reports to the Administration Member for his review. This, however, is not necessary and has not been required in view of the policy to divorce administration members from as much detail work as possible.

"I note on page 2 of the Minutes that the Code Authority requests an extension of time to November 4, 1934, for the submission of a plan for Regional Industrial Relations Boards. In view of the fact that a detailed procedure for handling labor complaints and labor disputes has not yet been developed, it will be satisfactory to delay the submission of this plan until such time as our policies in this regard are more definite."

Definition of "Week"

The Secretary reported the receipt of and read a letter from Deputy Administrator Janssen on the meaning of "week" and inasmuch as this was a matter which some Code Authority members desired to give further study, consideration was postponed to a subsequent meeting.

4754 · Trade Practice Complaints Committee Plan

A Trade Practice Complaints Committee Plan, as prepared by the Code Authority Members especially interested, was presented by the Chairman for consideration. Formal action upon the Plans was deferred to a later meeting.

Certificates of Compliance

Two forms of Certificates of Compliance, which had been circulated among Code Authority Members, were presented for consideration and are attached herewith as Exhibit "C". The Chairman reported that the Code Authority had been advised by two members of the committee of three as counsel to study the subject, that only the longer form of Certificate complied with the President's Order but that this did not, however, prejudice members against the use of any form of certificate which they felt served their requirements.

Status of Antimonial Lead

The Chairman of the Metallic Lead Products Division, having requested an official interpretation of the status of antimonial lead, as follows, Code Authority members present were invited to express their views:

"Article II, Section 6, Paragraph (c) of the Code defines lead smelting and refining, Paragraph (d) defines antimonial pig lead, and Paragraph (f) defines metallic lead products.

"We have all along been proceeding on the assumption that manufacturers of antimonial pig lead were properly included in the Metallic Lead Products Division, and, as you know, we have set up within that Division a Section devoted to antimonial lead, the leading members of which are the manufacturers of antimonial pig lead rather than manufacturers of extruded, rolled, or otherwise fabricated lead products.

"The more I study the terminology of the Code above referred to, the more it appears to me that antimonial pig lead properly is included in and belongs under the Lead Smelting and Refining Division and not under the Metallic Lead Products Division.

"Would you please ask the Code Authority to interpret the following point, therefore:

"Are manufacturers of antimonial pig lead included in the Metallic Lead Products Division of the Code?"

Signed: P. E. Sprague.

4755 The Secretary read a letter from Deputy Administrator Janssen, dated September 13, on the subject, as follows:

"This comes as an acknowledgment to your Memorandum No. 38, under date of September 8, asking for an interpretation of the status of antimonial pig lead.

"Antimonial pig lead is a product of the Lead Smelting and Refining Division and logically comes under that Division and not under the Metallic Lead Products Division.

"The Metallic Lead Products Division was meant to cover finished or semi-finished products of Industry rather than such 'raw materials' as pig lead or 'antimonial lead'".

It was pointed out, however, that the answer to the problem was not simple because there were really two kinds of antimonial lead involved, one a crude antimonial lead produced by the primary smelters of antimony bearing materials and the other a finished antimonial product produced to exact specification for the storage battery manufacturers.

The Chairman requested Mr. Sprague, representing the Metallic Lead Products Division, and Mr. H. M. Brush, representing the Smelting and Refining Division, to act as a Committee to draft a definition of Antimonial Lead for submission to the Code Authority at its next meeting.

Executive Order No. 6767.

With reference to the letter from Mr. Leon Henderson, Director of Division of Research and Planning of the National Recovery Administration, dated September 17, inquiring as to the effects of Executive Order No. 6767, which is attached as Exhibit "D", the Secretary was instructed to advise Mr. Henderson that as the Lead Code had no pricing provisions in it that were in effect today, that no information could be supplied in answer to his inquiry.

Speakers' Bureau.

The Chairman read a communication from the Speakers' Bureau, as follows, requesting assistance in furnishing speakers on behalf of the National Recovery Administration:

4756 "I have been asked by Mr. Charles F. Horner, Public Relations Director of the NRA, to organize a Speakers' Bureau in the City of New York, to be composed of representatives from all local Code Authorities.

"This Speakers' Bureau will function as the Educational

Advisory Group of the NRA in the State of New York and it will be the duty of these speakers to accept assignments to speak before business groups, civic groups and philanthropic groups. We are naturally anxious to have men and women who understand the purposes of the NRA and who, at the same time, are equipped to talk about their particular industry.

"Will you therefore, give this your very serious consideration, and advise me at the earliest possible moment the name of the person whom you wish to designate on this Speakers' Bureau."

Signed: Lawrence Craner,
Publicity Director.

Major Farny volunteered his services to assist the Speakers' Bureau.

The meeting adjourned to reconvene on Tuesday, October 23, 1934.

Secretary.

4759 RESPONDENT'S EXHIBIT NO. 11.

Seventh Meeting.

Code Authority Meeting.

New York, N. Y. November 16, 1934.

A meeting of the Code Authority for the Lead Industry was held on Friday, November 16, 1934, at 10:00 A. M., in the Board Room of the National Lead Company, 111 Broadway, New York, N. Y.

Present.

Members	Alternates
Clinton H. Crane, Chairman	W. C. Beschorman
F. M. Carter	H. M. Brush
W. Y. C. Hunt	F. F. Colcord
R. M. Roosevelt	Clarence Glass
P. E. Sprague	R. G. McKay

G. W. Farny, Administration Member
F. E. Wormser, Secretary-Treasurer.
By Invitation
S. H. Levison

The minutes of the sixth meeting of the Code Authority of October 26th were approved.

Vacancy—Chairman, Smelting & Refining Division.

There being a vacancy on the Code Authority due to the death of Mr. John A. McCarthy, Chairman of the Smelting and Refining Division, the Secretary was authorized to hold an election, by letter ballot or by formal meeting of the Members of the Smelting and Refining Division, to choose a successor to serve as Chairman of the Smelting and Refining Division and, ipso facto, a member of the Code Authority, and further to elect an alternate or alternates for the Chairman of the Smelting and Refining Division.

Equitable Wage Adjustment Reports.

The Secretary presented Supplementary Report No. 2 on Equitable Wage Adjustments, furnished by Members of Industry, and without objection, the report was inserted in the record as per Exhibit "A" attached.

4760 Application for Exemption From Lead Code Provisions.

Westinghouse Electric and Manufacturing Company.

The application of the Westinghouse Electric and Manufacturing Company, for exemption from the provisions of the Lead Code, was read, as per Exhibit "B" attached and after discussion

It was moved, seconded and carried that the application of the Westinghouse Electric and Manufacturing Company, for exemption from the provisions of the Lead Code, be transmitted to the Administrator with the endorsement of the Code Authority, provided that the Westinghouse Company maintains its manufacturing operations at its present size, with respect to the production of products defined by the Lead Code.

Posting of Labor Provisions.

The posting of labor provisions of the Lead Code was tabled for consideration at a later meeting.

Interpretation of Article III, Section 1 on Change of Shifts.

The Chairman presented a request for an interpretation of Article III, Section 1 on Change of Shifts, by the Eagle-Picher Lead Company, which appears as Exhibit "C" attached. In this connection, the Secretary read some correspondence on the subject he had had with

Deputy Administrator Janssen, which is made a part of said Exhibit.

In view of the necessity of giving careful consideration to all phases of the problem, and to make sure that the Administration would not misconstrue the reasons for an interpretation as to changes of shifts, the Code Authority unanimously decided to prepare a letter setting forth its attitude, to be approved and transmitted to the Administrator at a subsequent meeting.

Trade Practice Complaints Committee.

The Chairman requested information as to whether any trade practice complaints had been received by the Chairmen of the manufacturing divisions of the Lead Code, and there having been none, the Trade Practice Complaints Committee Plan was deferred for a subsequent meeting. At this point Major Farny stated that he believed action should be taken to perfect a plan for handling trade practice complaints.

4761 Report of the Secretary-Treasurer.

The Secretary-Treasurer requested the advice of the Code Authority in sending out requests for subscriptions to the support of the Code Authority, together with the forms essential to procure the labor data on which the Code Authority subscriptions would be based. As a result of these suggestions, it was decided to eliminate clerical help data from the employment information required for subscription purposes. The Treasurer's letter and the resulting labor forms appear as Exhibit "D" attached.

Standards of Safety and Health.

The Chairman noted that as a result of a conference between representatives of the Copper Code Authority and the Lead Code Authority, a tenative draft of proposed Safety and Health Standards had been prepared for the consideration of both Code Authorities. After considerable discussion, the draft was amended to read as in Exhibit "E" attached, but some members feeling the need of giving the subject further study.

It was moved, seconded and carried that the Secretary circulate the latest revised draft of Standards of Safety and Health among Members of the Code Authority, requesting their suggestions within ten days and immediately

thereafter circulating a new draft, with the suggestions submitted, in the meantime notifying the Administrator that the complete draft of the Safety and Health Standards is nearly ready for submission and requesting an extension of time beyond November 24, the date upon which the report on Safety and Health Standards becomes due.

Consideration of Action of Paint Recovery Board to Procure Transfer of Lead-In-Oil to Paint Code.

The Code Authority next considered the action which had been taken by the Paint Recovery Board, to secure a transfer of white lead-in-oil from the jurisdiction of the Lead Code to the Paint Code. Knowledge of this action had been obtained from Mr. Carter, who had been advised by Mr. Trigg that the Paint Recovery Board was making a move, through the National Recovery Administration, to procure jurisdiction over white lead-in-oil. Copy of Mr. Trigg's letter appears later in the minutes. The Code Authority, being unanimously of the opinion that the action of the Paint Recovery Board should be opposed, passed the following resolution:

4762 Whereas the Code Authority for the Lead Industry has been informed that the Paint Recovery Board has requested an interpretation from the National Recovery Administration as follows:

"All manufacturers of lead-in-oil are governed by the provisions of the Code of Fair Competition for the Paint, Varnish and Lacquer Manufacturing Industry".

Be It Hereby Resolved that the Code Authority for the Lead Industry is strongly opposed to said interpretation and that the Secretary be instructed to write a letter of protest to the National Recovery Administration and to prepare a brief in support of the position of the Code Authority for the Lead Industry, to be used as necessary.

The Code Authority thereupon composed the following letter which the Secretary was authorized to transmit to the National Recovery Administration:

November 19, 1934.

"The Paint Industry Recovery Board, which is the Code Authority for the Paint Industry, has requested your interpretation to the effect that 'All manufacturers of lead-in-oil are governed by the provisions of the Code of Fair Competition for the Paint, Varnish and Lacquer Manufacturing Industry.'

"We wish, at this time, to enter an emphatic protest against the Paint Industry Recovery Board's interpretation as the Code of Fair Competition for the Lead Industry already specially provides, under the provisions of Article II, Section 6 (e), a place for white lead-in-oil.

"The Paint Code contains an elaborate 'Selling Below Cost' provision. The Lead Code contains no cost or price-fixing provisions and the present attempt of the Paint Industry to have white lead-in-oil transferred to its own Code, if successful, would bring white lead-in-oil under the strict costing provisions of the Paint Code and thereby force upward the price of white lead-in-oil.

4763 "The white lead-in-oil labor provisions are more stringent, therefore, more favorable to labor than the corresponding provisions in the Paint Code. The wages being the same, obviously this is not an issue.

"The original decision of the N.R.A. was equitable to labor, consumer and the white lead industries and, therefore, in the light of the above, we are sure that you will reaffirm the fact that white lead-in-oil belongs in the Code of Fair Competition for the Lead Industry, where it was originally placed by the Administrator, and refuse to entertain the interpretation of the Paint Recovery Board."

Major Farny stated that he had written a letter to Deputy Administrator Janssen, dated October 31, 1934, on the subject, as follows:

"Mr. F. E. Wormser submitted to me a great deal of information in regard to the Paint Industry Recovery Board's desire to have lead-in-oil subjected to its Code of Fair Competition.

"A letter of Mr. E. T. Trigg, President of the Paint Industry Recovery Board, to Mr. F. N. Carter, President of the National Lead Company, a copy of which has been sent to you, states that the Board has submitted to the National Recovery Administration an interpretation to the effect that 'All manufacturers of lead-in-oil are governed by the provisions of the Code of Fair Competition for the Paint, Varnish and Lacquer Manufacturing Industry.'

"In the light of the information submitted to me, I see no reason whatever why such interpretation be considered and I strongly endorse the point of view taken by the National Recovery Administration that lead-in-oil belongs under the Code of Fair Competition for the Lead Industry."

The Secretary stated he had notified Mr. Janssen of the Paint Recovery Board's action with respect to white lead-in-oil as follows:

4764 October 29, 1934.

"I am enclosing copy of a letter written by Mr. Ernest T. Trigg, President of the Paint Industry Recovery Board, dated October 27, to Mr. F. M. Carter, President of the National Lead Company, one of our members, in which he states that he is submitting to the National Recovery Administration an interpretation (presumably of the Paint Code) to the effect that 'All manufacturers of lead-in-oil are governed by the provision of the Code of Fair Competition for the Paint, Varnish and Lacquer Manufacturing Industry.'

"This is the communication about which I spoke to you on the phone this afternoon."

* * * * *

October 27, 1934.

Mr. F. M. Carter, President
National Lead Company
New York, N. Y.

Dear Mr. Carter:

In view of our numerous conversations, we are today submitting to the National Recovery Administration an Interpretation to the effect that "all manufacturers of lead-in-oil are governed by the provisions of the Code of Fair Competition for the Paint, Varnish and Lacquer Manufacturing Industry."

Before submitting this, I discussed it with our Deputy Administrator who has advised this course, looking to a definite, and I hope, final clarification of this situation.

Yours very truly,

Signed: E. T. Trigg, President.

* * * * *

Study of Code Administration.

Without objection, a letter from Deputy Administrator Janssen, dated November 7, with reference to a study of Code Administration, was inserted in the record and is attached as Exhibit "F", and the Chairman's reply follows:

4765 November 7, 1934.

"I have your letter of November 7 in regard to a survey of local code administration as conducted by Local Code Authority Agencies, and this will advise that we will cooperate with the various people any way we can."

Planning and Adjustment Activities.

Without objection a letter from Deputy Administrator Janssen, dated November 12, with reference to planning and adjustment activities was included in the record and is attached as Exhibit "G". The Code Authority was of the opinion that a complete report on all activities was being currently furnished the Administrator in the minutes of the Code Authority meetings.

The meeting adjourned at 12:00 A. M. to reconvene on Monday, December 10, 1934.

Secretary.

4766 RESPONDENT'S EXHIBIT NO. 12.

Approved Code No. 71 Registry No. 619—1—03

National Recovery Administration

Code of Fair Competition for the Paint, Varnish and Lacquer Manufacturing Industry as Approved on October 31, 1933 by President Roosevelt.

(NRA Cut)

1. Executive Order
2. Letter of Transmittal
3. Code

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4768 Approved Code No. 71

Code of Fair Competition for the Paint, Varnish, and Lacquer Manufacturing Industry as Approved on October 31, 1933 by President Roosevelt.

Executive Order

An application having been made, pursuant to and in full compliance with the provisions of Title I of the National Industrial Recovery Act, approved June 16, 1933, for my approval of a Code of Fair Competition for the Paint, Varnish, and Lacquer Manufacturing Industry, and hearings having been held thereon and the Administrator having rendered his report containing an analysis of the said code of fair competition together with his recommendations and findings with respect thereto, and the Administrator having found that the said code of fair competition complies in all respects with the pertinent provisions of Title I

of said Act and that the requirements of clauses (1) and (2) of subsection (a) of Section 3 of the said Act have been met:

Now, Therefore, I, Franklin D. Roosevelt, President of the United States, pursuant to the authority vested in me by Title I of the National Industrial Recovery Act, approved June 16, 1933, and otherwise, do adopt and approve the report, recommendations, and findings of the Administrator and do order that the said code of fair competition be and it is hereby approved.

Franklin D. Roosevelt.

Approval Recommended:
Hugh S. Johnson,
Administrator.
The White House,
October 31, 1933.

29937—296-171—34 (169)

4769 October 27, 1933.

The President,
The White House.

Sir: This is a report of the hearing on the Code of Fair Competition for the Paint, Varnish, and Lacquer Manufacturing Industry conducted in Washington on the 26th of September, 1933, in accordance with the provisions of the National Industrial Recovery Act.

Economic Effect of the Code

Paint is a manufactured product used in part for new production of industrial and consumers goods, and in part as a maintenance material. The quantity required for the former purpose bears a positive relation to general manufacturing activity. For the latter purpose, where the need may be deferred, the current financial condition of the owner of the property has considerable bearing upon the quantity of paint used. For this latter purpose also the cost of the paint is a factor of considerable importance.

The quality of paint in general may be judged by the effectiveness of the covering produced, either as protection or appearance, or both, and the life of that covering. These qualities are not only a function of the ingredients of the paint, but also are a function of the method of preparation of the ingredients and their mixing. It is possible,

therefore, to produce paint of varying degrees of quality through a wide scale of costs, and the public is not necessarily in a position to judge quality other than by price. As a consequence of this condition, many practices involving the sale of cheap paint have grown up in the Industry, which, coupled with the financial situation of the last few years, has tended to cause demoralization.

The Code, as submitted herewith, contains in Part Two an unusual number of trade practices which are considered detrimental to the Industry and consequently are prohibited. In the form in which they now stand they meet the approval of the Consumers' Advisory Board.

The provisions contained in this Code as to minimum wages and maximum hours are generally in line with approved codes employing labor of the same quality and under similar conditions.

The reduction in the number of hours from 47.5 of June, 1933, to a maximum of 41.2 average for a six months' period provided by the Code will mean an increase in employment of approximately 25 percent. It is estimated that at the low point of employment there were approximately 18,000 workers in early 1933, and that the provisions of this Code, even under present conditions, should increase the number employed to nearly 25,000.

The wages set up in the Code will increase the pay of only about 20 percent of the workers in the Northern 4770 area and 30 percent of the workers in the Southern area, but the resulting increase in purchasing power, when coupled with the increase in number of workers in the Industry, will be material.

Findings

The Administrator finds that—

(a) The Code as recommended complies in all respects with the pertinent provisions of Title I of the Act, including, without limitation, subsection (a) of Section 7 and subsection (b) of Section 10 thereof; and that

(b) The applicant group imposes no inequitable restrictions on admission to membership therein and is truly representative of the Paint, Varnish, and Lacquer Manufacturing Industry; and that

(c) The Code as recommended is not designed to promote monopolies or to eliminate or oppress small enterprises and will not operate to discriminate against them

and will tend to effectuate the policy of Title I of the National Industrial Recovery Act.

It is recommended, therefore, that this Code be immediately adopted.

Respectfully,

Hugh S. Johnson,
Administrator.

4771

Code of Fair Competition for the Paint, Varnish, and Lacquer Manufacturing Industry

Article I—Purpose.

For the purpose of effectuating the policy of Title I of the Act of June 16, 1933, known as the National Industrial Recovery Act, the following provisions are established as a Code of Fair Competition for the Paint, Varnish, and Lacquer Manufacturing Industry.

Article II—Definitions.

The term "The Industry" means all persons in the continental United States engaged in the manufacture of paint, kalsomine and water paint, varnish, including shellac varnish lacquer, and kindred products, including putty, semifinished base materials for lacquers, thinners, and diluents (when such semifinished base materials are sold or offered for sale in competition with the finished products of this Industry), liquid and plastic roof coatings and roof cements, and artists' colors; and/or such branches or subdivisions thereof as may from time to time be included under the provisions of this Code, provided that if any member of the Industry also manufactures products of any other industry, the provisions of this Code shall apply only to that part of his business which is included in this Code. The term "Export Trade" means any business transacted with any purchaser for shipment of products of the Industry outside of the continental United States.

The term "employee" as used herein includes any person engaged in any phase of the Industry in any capacity in the nature of employee irrespective of the method of payment of his compensation. The term "employer" as used herein includes anyone for whose benefit such an employee is so engaged. The term "member of The In-

dustry" includes any manufacturer who shall be subject to this Code. The term "member of the Code" includes any member of The Industry who shall expressly signify assent to this Code. The term "Association" herein means the American Paint and Varnish Manufacturers' Association, Inc., and the National Paint Oil and Varnish Association, Inc., or their successor or successors. The term "Association Headquarters" means the office maintained jointly by the Associations at 2201 New York Avenue, NW., Washington, D. C. The term "Trade Sales" as used herein means all sales to jobbers, dealers, painters, automotive refinishing shops, and sales made directly to the consumer, with the exception of such sales as are hereinafter defined as "Industrial Sales." The term "Industrial Sales" as used herein means all sales to the following classes of buyers, covering products of The Industry used by such buyers on their products or for the finishing of their equipment and for the painting, upkeep, and 4772 maintenance of their plants, equipment, tenements, and for any other purpose.

Industrial plants of all kinds (such as automobile manufacturers, implement manufacturers, furniture manufacturers, etc., etc.).

Transportation companies (including street railways, bus, and air transportation companies).

Car and locomotive builders.

Public service companies.

Oil refineries and pipe-line companies.

Packing houses.

Steel manufacturers and those who fabricate their own products.

Bridge builders and bridges.

Coal or other mining operations.

Steamship lines, shipyards, wharves, and docks.

All departments of any State, County, Municipal, or other political subdivisions, but only for the following products: traffic paint; road paint; products used on bridges, trucks, and machinery; automobile license tag coatings; or materials for finishing furniture, or any other products manufactured in prisons or reformatories. All other business from State, County, Municipal, and other political subdivisions, such as products used on buildings, institutions, etc., to be classified as "Trade Sales."

All Departments of the United States Government, regardless of usage.

Article III—Industry Law and Effective Date.

On and after the fifteenth calendar day after the President of the United States shall have approved this Code, the provisions hereof shall constitute standards of fair competition for The Industry and shall be automatically binding upon all members of The Industry, except that all articles of this Code which are included in Part 2 hereof shall not apply to export trade.

Article IV—Collective Bargaining.

In accordance with Section 7 (a) of the Act of June 16, 1933, known as the National Industrial Recovery Act, it is agreed: (1) that employees shall have the right to organize and bargain collectively through representatives of their own choosing, and shall be free from interference, restraint, or coercion of employers of labor or their agents, in the designation of such representatives or in self-organization or in other concerted activities for the purpose of collective bargaining or other mutual aid or protection; (2) that no employee and no one seeking employment shall be required as a condition of employment to join any company union or to refrain from joining, organizing, or assisting a labor organization of his own choosing; and (3) that employers shall comply with the maximum hours of labor, minimum rates of pay, and other conditions of employment approved or prescribed by the President.

4773 Article V—Minimum Wages and Maximum Hours.

(a) No employee engaged in accounting, clerical, office, or delivery service in any office or in any other place or manner, excepting employees in retail stores and excepting outside salesmen, shall work or be permitted to work in excess of 40 hours per week for 20 weeks and 48 hours per week for 6 weeks in any 26-week period.

(b) No factory or mechanical worker or artisan shall work or be permitted to work more than 40 hours in one week nor more than 8 hours in any one day; provided, however, that during any 6 weeks of a 26-week period (the first period to begin on the effective date of this Code) employees may work not more than 45 hours a week nor more than 9 hours in any one day, with the exception of (1) supervisory staff (including foremen), (2)

maintenance workers, engineers, and firemen, which excepted employees may not work in excess of the maximum hours stated above except by payment of one and one-third rate for overtime if such employees are compensated on an hourly basis. Each week during any 26-week period shall be considered as a complete unit of employment for the purpose of paying for overtime to excepted employees. If an excepted employee on an hourly basis works more than 40 hours and not more than 45 hours in any one week, the employer shall compensate him at the end of said week for the hours worked in excess of 40 hours at the extra rate or shall declare to the employee that such week will be considered as one of the 6 weeks in which a maximum of 45 hours is permitted. This does not, however, mean that an excepted employee, when necessary, may not work more than 45 hours at the extra compensation. If such excepted employees are paid by the week, month, or on a yearly basis and enjoy vacation periods, sick leaves, and other benefits granted to salaried workers they shall not be paid an additional amount for any reasonable overtime work.

(c) The maximum hours fixed in the foregoing Paragraphs (a) and (b) shall not apply to watchmen, janitors, or other caretakers; nor to employees in a managerial, executive, or other capacity who receive $35.00 per week or more; provided that with respect to the exceptions in this Paragraph and in Paragraphs (a) and (b) of this Article there shall be no evasion of this Code by reclassification of the function of workers. A worker shall not be included in any one of the above exceptions unless the identical functions which he performs were identically classified on June 16, 1933.

(d) The provisions for maximum hours set forth in Paragraphs (a) and (b) of this Article establish a maximum number of hours of labor per 26-week period for each employee so that under no circumstances shall any employee knowingly be employed or permitted to work for one or more employers in The Industry in the aggregate in excess of the prescribed number of hours.

(e) Employers in The Industry, subject to the exception provided in Paragraph (h) of this Article, shall not pay any of the classes of employees covered by Paragraph (a) less than $15.00 per week in any city of over 500,000 population, or in the immediate trade area of such city; nor less than $14.50 per week in any city between 250,000

and 500,000 population, or in the immediate trade area of such city; nor less than $14.00 per week in any city or town of less than 250,000 population, or in the im-
4774 mediate trade area of such city or town; provided that employers in The Industry may pay to any class of employees covered by Paragraph (a) who perform the work of office boys and office girls not less than 80 per cent of the minimum wage designated by this Paragraph, provided that the number so excepted shall not exceed 5 per cent of the total employees of the employer and provided, further, that each employer may have at least one such employee. Population for the purposes of this Code shall be determined by reference to the 1930 Federal Census.

(f) Employers in The Industry, subject to the exception provided in Paragraph (h) of this Article, shall not pay any employee of the classes covered by Paragraph (b), or employees excepted therein, namely, supervisory staff (including foremen), maintenance workers, engineers, and firemen, less than 40 cents per hour to male employees, or less than 35 cents per hour to female employees. The foregoing distinction in minimum rates between male and female employees is not a discrimination by reason of sex but because of a difference in the work done. Where female employees do the same kind and amount of work as male employees they shall receive the same wages. It is agreed that this Paragraph establishes a guaranteed minimum rate of pay regardless of whether the employee is compensated on the basis of a time rate or on piecework performance.

(g) The provisions of Paragraphs (e) and (f) of this Article shall not apply to any employee partially incapacitated through age or otherwise, who has served not less than 10 years in the continuous employment of the employer, provided that the number so excepted shall not exceed 5 per cent of the total employees of the employer, and provided that each employer may have at least one such employee, and provided further that the minimum wage paid to such employee shall not be less than 30 cents per hour.

(h) Employers in The Industry shall not pay less than 90 per cent of the minimum wages provided in Paragraphs (e) and (f) of this Article, to employees in the Southern states. For the purpose of this Article, the Southern states are defined as—

Alabama	North Carolina
Arkansas	Oklahoma
Florida	South Carolina
Georgia	Tennessee
Kentucky	Texas
Louisiana	Virginia
Mississippi	

(i) No person under the age of 16 shall be employed in The Industry.

Article VI—Presidential Authority.

As required by Section 10 (b) of Title I of the National Industrial Recovery Act, the following provision is contained in this Code: The President may from time to time cancel or modify any order, approval, license, rule, or regulation issued under Title I thereof.

4775 Article VII—Monopolies.

No provision in this Code shall be interpreted or applied in such a manner as to: (1) Promote monopolies; (2) Permit or encourage unfair competition; (3) Eliminate, oppress, or discriminate against small enterprises.

Article VIII—State Laws.

Within each state, members of The Industry shall comply with any laws of such state imposing more stringent requirements, regulating the age of employees, wages, hours of work, or general working conditions, than under this Code.

Article IX—Reports.

The Paint Industry Recovery Board; through Association Headquarters, shall collect and provide all reports required by the Administrator under the National Industrial Recovery Act. Every member of The Industry shall furnish such reports as are required pursuant to such requirements.

In addition to information required to be submitted through the Paint Industry Recovery Board, there shall be furnished to government agencies such statistical information as the Administrator may deem necessary for the purpose recited in Section 3(a) of the National Industrial Recovery Act.

Article X—Administration.

After this Code shall have been approved by the President of the United States, it shall be administered through the Association by a board to be immediately created and to be known as the "Paint Industry Recovery Board."

This Board shall be composed of the following members: Not more than 3 members without voting power to be appointed by the President, the 8 members of the present General Code Committee, 20 members, representing commodity groups, 20 members representing communities.

The members of the Board representing commodity groups shall be elected as follows: 5 members to be elected by paint manufacturers, 5 members to be elected by varnish manufacturers, 5 members to be elected by lacquer manufacturers, 5 members to be elected by kalsomine and water-paint manufacturers.

Provided that each of these groups shall contain 2 members from the Eastern States, 1 member from the States in or west of the Rocky Mountains and 2 members from the remaining States. Nominations for election to the Board for said Commodity groups shall be made by members of The Industry at large, regardless of membership in any association, and the nominations so made shall be submitted to a mail vote of all members of The Industry throughout the United States and those receiving the highest number of votes in each Group shall be declared to have been elected to represent the Commodity groups. The members of the Board representing communities shall be elected in the following manner: 1 each to be elected by the members of The Industry doing business in the logical trading areas of the following cities, which manufacturers shall be called together for the purpose of
4776 election by the President of the Local Paint Club, or local paint manufacturers' association if any such exists:

Atlanta-New Orleans
Baltimore
Boston
Buffalo
Chicago
Cincinnati
Cleveland
Dallas-Houston
Denver
Detroit
Kansas City
Los Angeles
Louisville
Minneapolis-St. Paul
New York
Philadelphia
Pittsburgh
St. Louis
San Francisco
Seattle-Tacoma-Portland

No person shall be eligible for membership on this Board who is not directly engaged in the manufacture of products of The Industry, except the members to be appointed by the President of the United States. Furthermore, no company or group of affiliated companies shall have more than one representative on this Board. Vacancies which may occur in the Board for any reason whatsoever shall be filled by election in the same manner as hereinbefore provided. This Board, subject to the approval of the Administrator, shall elect its own Chairman, adopt its own rules of procedure (not in conflict with any other provisions herein contained), appoint such committees as may to it seem necessary from time to time, and may delegate its authority to such committees. A majority of the Board shall have the power to recommend to the Administrator for his approval the addition of representatives of other groups or communities to its membership; provided that such additional members shall be elected in the same manner as above described.

The staff, Association Headquarters, and other facilities of the Association shall be employed in carrying out the work of the Paint Industry Recovery Board. Such funds as may be required for the work of this Board shall be subject to appropriation by the Budget and Finance Committee of the Association. All members of the Industry or groups thereof who qualify as such under this Code are eligible to membership in the American Paint & Varnish Manufacturers' Association, Inc., or its successor, without payment of initiation fee, which has been temporarily waived. If group membership, such groups shall pay into the Treasury of the American Paint and Varnish Manufacturers' Association, Inc., a total amount equal to the dues of each member of such group as if each member were a direct member of the American Paint and Varnish Manufacturers' Association, Inc. If for any reason an eligible manufacturer does not desire to join this Association he may, nevertheless, receive all of its benefits, including participation in this Code, by paying a fee to its Treasurer equal to the dues, provided that should any member of this Code desire not to become a member of the Association and desire not to pay to its Treasurer a sum equal to the dues, he shall nevertheless pay his proportionate share of the amounts required to pay the cost of assembly, analysis and publication of necessary reports and data and of the maintenance of this administrative

authority and its activities and the Paint Industry Recovery Board shall assess each such member of the Industry with his proportionate share based upon the
4777 value of sales or otherwise as the Paint Industry Recovery Board may prescribe subject to the approval of the Administrator.

The Paint Industry Recovery Board shall have full responsibility for its expenditures within the limits of such appropriations as are made from time to time, provided that no traveling or other expenses of Board members shall be paid out of the Association funds when attending Board meetings, but actual expenses of members of the Board when engaged in the business of the Board, other than attendance at Board meetings, may be paid out of such funds provided prior authority for such expenditure or expenditures has been given by the Board.

Article XI—Amendments.

Such of the provisions of this Code as are not required to be included therein by the National Industrial Recovery Act of June 16, 1933, may, with the approval of the President, be modified or eliminated as changes and circumstances may indicate. It is contemplated that from time to time supplementary provisions to this Code will be submitted for the approval of the President to prevent unfair competition in price and other unfair and destructive competitive practices and to effectuate the other purposes and policies of Title I of the National Industrial Recovery Act, consistent with the provisions hereof. Members of The Industry or a local paint manufacturers' association, if any such exists, shall submit desired amendments of this Code to the Paint Industry Recovery Board through Association Headquarters. By agreement of a majority of the Board, an amendment, so received or one initiated by the Board itself, shall be referred to The Industry in the following manner: those members of the Board who represent the commodity groups shall submit the proposed amendment to their respective groups, if in their opinion it is germane to the interests of such groups; those members of the Board who represent manufacturers from the several cities shall call meetings of the manufacturers in their communities. The several Board members shall then submit individual reports to Association Headquarters, which shall collate them and submit a full report to the

Board. Thereafter the Board shall vote on submitting the Amendment to the Government and shall so submit it if at least two-thirds of the Board vote to do so, provided that the proponent of any amendment shall have the right to submit such amendment direct to the National Recovery Administration for its consideration.

By presenting this Code the members of The Industry do not thereby consent to any modifications thereof and reserve the right to object individually or jointly to any such modifications.

Part 2—Trade Practices.

Article XII—Misbranding, Mislabelling, and False Advertising.

Misbranding, mislabelling, and false, deceptive, and misleading advertising are prohibited by this Code.

4778 Article XIII—Gifts to Employees of Another

It shall be a violation of this Code for any person engaged in The Industry, to offer or give—or to permit any representative of his to offer or give—any commission, gratuity, or other thing of substantial value to employees of his customers or prospective customers, except in the case of payments made with the consent of the employer for a definite service rendered.

Article XIV—Manufacturing Restrictions.

It shall be a violation of this Code for any manufacturer to fail to abide by the manufacturing restrictions as set out in Schedule A which is attached hereto and made a part of this Code, provided that this Article shall not apply to export trade and provided further that Paragraphs 2, 4, 5, and 6 of Schedule A shall not apply to products commonly known as 5-, 10-, and 25-cent merchandise which is sold at retail to the consumer at not more than 25 cents per package.

Article XV—Exchange of Goods.

The practice of taking in exchange for one's own goods, Industry products of another manufacturer, distributor, or dealer, is unethical, unfair, and is hereby prohibited. It shall be a violation of this Code for any manufacturer

in the Industry to take or allow to be taken in exchange for his own products, any product of the Industry, or to give or permit the giving of any advice or assistance in facilitating such exchange or replacement, or to make or permit to be made any concessions, allowances, or gifts of any kind to promote or facilitate such exchange.

Every member of the Industry is required to enter into a written agreement with his jobbers and/or distributors whereby such jobbers and/or distributors agree to refrain from the practice prohibited by this Article. It shall be a violation of this Code for any member of the Industry to deal or continue to deal with any jobber and/or distributor who shall have acted contrary to such agreement, provided that no member of the Industry shall be held responsible for such dealings as he may have engaged in prior to the time he has received notice of the breach of such agreement by a jobber and/or distributor, and provided that no member of the Industry shall be held responsible for such dealings after the Paint Industry Recovery Board has given approval for further dealings with a jobber and/or distributor who may have violated such an agreement. The Paint Industry Recovery Board may require each member of the Industry to file a copy of each agreement which he may make with a jobber and/or distributor.

Article XVI—Standard Terms of Cash Discount.

On and after the effective date the terms granted by manufacturers, excluding export trade, shall not exceed: Trade sales accounts, 2 per cent for cash in 10 days, net 60 days; industrial sales accounts, 1 per cent for cash in 10 days, net 30 days; except that the discount to 4779 trade sales accounts may be extended to the 10th day of the month following purchase and the discount to industrial sales accounts may be extended to the 20th day of the month following purchase to customers who regularly discount in the month following purchase, and provided that no discount shall be allowed after the discount date.

Article XVII—Datings.

Except as specifically provided by this Article, members of The Industry shall not grant any datings on the sales of any Industry products.

(a) Spring Stock Orders.—Datings on orders to established dealer and/or jobber accounts, excluding export

trade, shall be limited to datings on Spring Stock Orders shipped at the manufacturer's convenience after October 15, with an April 1 dating and regular terms; one order to an account.

(b) New Accounts.—The maximum dating on trade sales stock orders (initial stock order only) to new dealer and/or jobber accounts, excluding export trade, shall be limited to four months from the date of shipment and with standard terms, provided that orders shipped between October 15 and December 1 in any year may be with an April 1 dating and with regular terms.

(c) Roof Coatings and Cements.—A maximum dating of four months may be given on a carload of not less than 40,000 lbs. of liquid and plastic roof coatings and/or roof cements, not including other products, whenever the lowest published less-than-carload freight rate (by rail or water) is more than 50 cents per cwt.

(d) Anticipated Discount.—If any dating shall be permitted under this Article, an anticipated discount may be allowed to the extent of one-half of one per cent a month.

Article XVIII—Guarantees.

(a) Price Guarantees.—Guarantees against price decline shall be prohibited except in the case of an order on which a dating has been allowed under Article XVII, when such a price guarantee may be given for a time not to exceed the dating period granted.

(b) Time Guarantee—Definite time guarantees on the life and/or service of the products of The Industry are hereby prohibited.

Article XIX—Consignment.

The practice of supplying accounts on consignment and/or trust certificate agreements, except as hereinafter provided, is prohibited. This also includes consignments which are sometimes made under so-called "warehouse agreements" but does not prohibit manufacturers from carrying a stock of their goods in a public or private warehouse at their own expense in any section of the United States, provided that such stocks must not be warehoused with or for the account of any person, firm, or corporation dealing in or handling (as a merchant) or using (as a painter) products of the industry. Every manufacturer who has any such consignment stocks in the hands of

buyers on the effective date of this Code may con-
4780 tinue the same but he shall file a detailed list of such accounts within 60 days of the effective date of this Code with Association Headquarters and/or the office of a local paint manufacturers' association, if any such exists, where reference may be made to it at any reasonable time by interested parties. Until such time as an account as listed above is discontinued, such accounts may be similarly supplied by any manufacturer in the Industry. The Paint Industry Recovery Board shall, subject to the approval of the Administrator, develop such plans as will effectuate the ultimate elimination of consignments from the Industry. This Article shall not apply to export trade.

Article XX—Free Deals.

Except as otherwise provided herein, free deals in or connected with Industry products are prohibited. "Free deals" for the purpose of this Code means all forms of marketing devices, including the gift or loan of spraying or other valuable equipment, whether the full cost thereof or only a part of said cost is borne by the manufacturer, whereby the said manufacturer furnishes goods of any kind other than such of his own products as have been contracted for on his usual terms: Provided that the term "Free Deals" shall not apply to the furnishing of advertising accessories of small value, such as the usual circulars, color cards, window displays, display racks, and posters which accompany paint and varnish products as a description thereof, nor shall it apply to novelties of small value such as caps, yardsticks, paddles, etc.

Furthermore, the term "Free Deals" shall not be construed to include any advertising allowance which is made for a definite service rendered and for which there is a proper accounting that is auditable as a direct charge for cooperative advertising.

Illustrative of the practices which are prohibited are included the following;

(a) Premiums (gifts of unrelated merchandise) such as blankets, articles of furniture, etc.

(b) Prizes and awards. This does not refer to prizes and awards given within a manufacturer's own organization.

(c) Free Goods (extra amounts of one's own products).

(d) Merchandising practices of the type commonly known as "One-cent sales."

(e) Free Samples. (But the term "Free Deals" does not apply to samples given for test purposes; neither does it apply to trade-sale samples given for demonstration purposes, provided that no size larger than 5-lb. samples of water-paint goods in dry form or 1/32 gallons of other industry products shall be so used and that such samples are plainly labeled "Samples.")

(f) The sale of alcohol, turpentine, linseed oil, or any other products not manufactured by The Industry at prices less than the resale market price.

Article XXI—Discontinuance of Shades and Colors.

When it becomes necessary and advisable for any manufacturer to discontinue certain shades or colors in any trade-sales line, he shall give his dealer and/or jobber customers who purchase such lines six months' ad-
4781 vance notice prior to discontinuing the manufacture of such shades or colors, providing that this Article shall not apply to export trade.

Article XXII—Selling Below Cost.

Products of The Industry shall not be sold at less than cost as herein defined:

(1) The cost of Lacquer Thinners in full tank cars or tank wagons containing not less than one thousand-gallon quantity, when sold and delivered to one purchaser, shall be not less than the sum total of the current market replacement price of each and every ingredient in the completed Thinner.

The cost of all other products shall include the following:

(2) The seller's total market replacement cost of raw materials (based on cost furnished monthly, or oftener if necessary, by authority of the Paint Industry Recovery Board through Association Headquarters, subject to approval by the Administrator); and if any raw materials are used (such as varnishes, japans, driers, etc., purchased in finished form by the seller) for which costs are not furnished monthly or oftener, as herein provided, the cost used for such item or items shall be the seller's total current delivered replacement cost.

(3) Containers and/or packages.

(4) Cost of Processing.—To include all direct costs (such as power and labor), depreciation figured in accord-

ance with provisions of the Federal Income Tax laws, plus a proper proportion of all indirect factory expenses (excepting interest on investment), in accordance with the share each product should bear, provided that the distribution of indirect factory expense per unit of production shall be on the basis of the average rate of utilization of plant facilities of profit making producers during the years 1928 to 1932 inclusive, and provided that such average rate shall not include any plants not in operation.

(5) There shall also be included in the cost a proportion of the general and administrative expenses, such proportion to be determined and to be recommended by the Paint Industry Recovery Board to the Administrator for approval.

(6) Transportation charges when goods are sold f.o.b. destination.

In the case of any complaint by an interested party that a manufacturer is violating the above cost provisions the burden of proof of compliance shall rest upon the accused manufacturer. If the Code Authority or the Administrator is not satisfied by the proof furnished by the defendant manufacturer the matter is to be referred to the Federal Trade Commission who shall audit the cost accounting of the defendant and review his allocation of burden; and the report of that Commission shall be final regarding the costs of the defendant manufacturer.

Article XXIII—Competitive Relations.

(a) Inducing Breach of Contract.—No manufacturer either directly or indirectly or through his salesmen,
4782 representatives, or agents shall encourage any purchaser of the products of The Industry to disregard or fail to live up to his commitment to another member of The Industry.

(b) Disparagement of Competitors.—The use of or participation in the publishing or the disseminating of any false statement, representation or insinuation which disparages the business of a competitor, or attacks the reputation, goods, prices, service, or advertising of any competitor or of any other industry, is an unfair and uneconomic practice and is prohibited.

(c) Enticing Employees.—Members of The Industry shall recognize the right of employees to use all honorable and reasonable efforts to better their conditions, but shall refrain from directly or indirectly soliciting or bidding

for the services of the employee of another member. Only when such an employee takes the initiative shall a member of The Industry have the right to negotiate with him about prospective employment.

Article XXIV—Returned Goods.

No member of The Industry shall accept the return of merchandise from any customer without having given prior consent to the return thereof. On such goods as are accepted for return a reasonable charge shall be made and the freight charges must be charged to the shipper returning the merchandise, except in the case of defective products or where in some other way the manufacturer may be responsible.

Approved Code No. 71.
Registry No. 619/1/03.

4783 Schedule A.

Manufacturing Restrictions.—Industry products, excepting those for export trade, shall not be manufactured for the purpose of marketing them as trade sales goods in containers of sizes and types prohibited by this rule, nor shall they be produced in tints or shades to a greater number than allowed by this rule, subject to Article XXII hereof, provided that Paragraphs 2, 4, 5, and 6 hereof shall not apply to products commonly known as 5-, 10-, and 25-cent merchandise which is sold to the consumer at not more than 25 cents per package.

1. (a) No two-pound cans in any line, except floor wax.
(b) No three-pound cans in any line.

2. (a) No sizes less than quarter-gallon in barn and roof paint.
(b) No sizes less than gallon cans in shingle stain.

3. No half-gallon cans in the following products: Aluminum paints, barn paints, roof paints, auto-top dressing, wagon and carriage paints and enamels, oil stains, spirit stains, and varnish stains.

4. No half-pint cans in first-grade house paints.

5. No half-pint cans in first-grade flat paints.

6. No quarter-pint cans in all house paint and flat paint.

7. No oblong or square varnish cans in sizes smaller than one-half gallon for any product, excepting shellac varnishes, carriage and automotive finishes (clear and colors), lacquers, lacquer thinners, liquid wax, liquid polish, varn-

ish remover, bronzing liquid, Japan and Liquid driers, penetrating stains and spirit stains.

8. No shades or tints in excess of the following maximum numbers for each brand and/or color card:

Interior floor paints and floor enamels	10
House Paints	32
Flat Wall Paints	20
Enamels	18
Porch Paints	8
Roof and Barn Paints	4
Shingle Stains	14
Wagon and Carriage Paints or Enamels	10
Oil Stains	10
Varnish Stains	8
Spirit and Penetrating Stains	14
(All the foregoing exclusive of black and white.)	
Oil Colors	32
(Including black, but counting the several shades of a single color as one color.)	

8. (a) The maximum number of grades for the following products shall be:

Architectural and Marine Varnishes	10
(Interior and exterior.)	
Other Varnishes	28
(Including all not previously specified, such as Japan Driers, Asphaltum, etc.)	

9. No oil colors in other than liquid measure or in other than three sizes, namely, gallons, quarts, and half-pints, with the exception of tubes, and excepting also glass jars when sold as a part of a sales unit with white base paint to be tinted with such colors in oil in glass jars to standard colors, which sales unit has been especially developed for this purpose by the manufacturer.

4784 Manufacturing Restrictions for Kalsomine and Water Paints.—No shades or tints in excess of the following numbers for each color card:

*Kalsomine (Hot Water)	20
*Kalsomine (Cold Water)	20

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*Means material commonly known and described by this term:

Water Paint, interior non-washable	White only
Exterior water-mixed paints washable paste and powder form	20

Interior Water-Mixed Paints washable paste and powder form	20
Fresco or Positive, Art or Deep Colors	20
Plastic Paints	8
Cement and/or Lime Water Mixed Paint	16

11. Kalsomine (Hot or Cold) in the following sizes only: Barrels weighing not less than 300 lbs. net, except for the Pacific Coast, where the 280 lb. barrel is authorized; kegs containing 100 lbs. net weight; 25 lb. net weight packages; 5 lb. net weight containers.

(Existing contracts covering Kalsomine in containers differing in weight content from standards covered herein shall be completed prior to December 31, 1933, provided that should a purchaser, now under contract with a manufacturer extending beyond that date, decline to accept a readjustment of his contract to bring the packages into line with these provisions, the manufacturer party to the contract shall refer the matter to the Paint Industry Recovery Board prior to December 31, 1933, for such amicable adjustments as the Board may be able to work out with the parties at interest.)

12. Interior Cold Water Paint, powder form, nonwashable. Barrels weighing not less than 350 lbs. net, 25 and 100 lb. containers, 5 lb. net weight containers; to be made in White only.

13. Plastic or Texture Paints (Dry), in the following sizes only: 5, 10, 25, 50, and 100 lb. net weight containers and not less than 300 lb. net weight barrels.

Paste form in same size containers as First Grade Flat Paints.

14. Patching Plaster to be sold in sizes as now marketed.

15. Interior and Exterior Water-Mixed Paints, Washable, in the following sizes only:

(a) Dry Powder Form.—5 lb., 25 lb., and 100 lb. containers; barrels of 300 lbs. net, or more.

(b) Paste Form.—1 quart, 1 and 5 gallon cans and 30 gallon drums.

16. Cement and/or lime Bound Water Mixed Paints in the following sizes only: 5 and 10 lb. containers, 50 and 100 lb. containers, barrels of 300 lbs. net, or more.

17. Fresco Colors (Positive, Deep, or Art Colors) to be packed in the following sizes only:

(a) Powder Form.—1 lb. cartons or cans, 25 and 100 lb. containers, barrels of 300 lbs. net or more.

(b) Paste Form.—To be packed in ½ pint, quart, and 1 gallon cans only.

18. Dry Sizes, Water-Mixed. To be packed in the following sizes only: 1 lb. cartons, 100 lb. containers, and 300 lb. net barrels, or more.

4785 RESPONDENT'S EXHIBIT NO. 13.

Eleventh Meeting
(Informal)

(No Official Status)

Code Authority Meeting

New York, N. Y. June 11, 1935.

A meeting of the members of the former Code Authority for the Lead Industry was held on Tuesday, June 11, 1935, at 2:00 P.M., in the Board Room of the National Lead Company, 111 Broadway, New York, N. Y.

Present

Members	Alternates
Clinton H. Crane, Chairman	W. C. Beschorman
F. H. Brownell	H. M. Brush
F. M. Carter	D. A. Callahan
W. Y. C. Hunt	F. F. Colcord
P. E. Sprague	E. S. Mulock
F. E. Wormser, Secretary	

The Chairman announced that this was an informal and unofficial meeting of the members of the former Code Authority for the Lead Industry to consider the status of the Code Authority's affairs.

Communications from Deputy Administrator Janssen, dated June 3 and June 7, as attached to these minutes, were read.

The Treasurer was requested to report on the financial status of the Code Authority, as of June 1, and submitted his report, as attached to these minutes.

It was thereupon moved, seconded and unanimously carried that the Treasurer be directed to wind up the financial affairs of the Code Authority, paying obligations owing the Lead Industries Association as advanced for operating expense, and paying the underwriters the credit balances due them respectively on the books of the Code Authority as of June 1.

It was also moved, seconded and carried that the Chairman be authorized to have an independent audit made of the books of the Code Authority, to be paid for from the funds remaining in the Treasury.

It was furthermore moved, seconded and carried that in compliance with the recommendation of Deputy
4786 Administrator Janssen of June 7, the Secretary return to each member of industry, respectively, the labor statistics furnished from time to time at the request of the Code Authority.

The meeting thereupon adjourned.

Secretary.

4787 National Recovery Administration

Washington, D. C.

June 3, 1935.
In Reply Refer to Basic Materials Division.

Mr. F. E. Wormser,
420 Lexington Avenue,
New York, N. Y.

Dear Mr. Wormser:

We give you herein our judgment concerning certain consequences of the Schechter case in regard to code authorities. This reflects our desire to assist code authorities in their present circumstances as far as consistent with the legal limitations imposed by the Schechter case. In our judgment:

1. Code authorities no longer have any official status or official existence. Their past actions taken in good faith under an innocent misconception concerning the validity of the law, leave certain legal questions of relationship and responsibility which must be adjusted. We think you should rely upon guidance of private legal counsel in this connection.

2. No further disbursements of code authority funds should be made except in accordance with advice of counsel.

3. Steps should be taken to work out, with the advice of counsel, an orderly and equitable plan for the liquidation of funds on hand. In the ordinary case, such a plan would presumably involve either submission to and ap-

proval by a court of competent jurisdiction, or consent by parties in interest, or both.

You will receive such further advices as seem appropriate from time to time.

Very truly yours,
W. A. Janssen (Signed)
Deputy Administrator
Mining Section.

4788 National Recovery Administration
Washington, D. C.

June 7, 1935.

Mr. F. E. Wormser,
420 Lexington Avenue,
New York, N. Y.

Dear Mr. Wormser:

If the records of the Code Authority for the Lead Industry contain confidential information, that was submitted by industry members in accordance with any provision of the Code, it is important that the confidential nature of this information should be preserved.

It is, therefore, recommended that the original records, together with any copies or reports in which such information is contained in identifiable form, be promptly sent by express, collect, to the Chief Clerk of the National Recovery Administration, Department of Commerce Building, Washington, D. C. If any special conditions were placed on the information submitted by any industry member, we should be so advised in order that these conditions may be respected.

If there is good reason why the above recommendation cannot be followed, it is suggested as an alternative that all such information be returned directly to the industry members who submitted it or sent to the National Recovery Administration by express, collect, in bulk form, in order that the National Recovery Administration may return it to the various industry members.

Yours very truly,
W. A. Janssen (Signed)
Deputy Administrator.

4946 RESPONDENT'S EXHIBIT 50.

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Numerous suggestions for an appropriate reply having been received, the Secretary was finally instructed to dispatch the following answer:

October 2, 1935.

Mr. L. C. Marshall, Director
Division of Review
National Recovery Administration
Washington, D. C.

Dear Sir:

Pursuant to your letter of August 27, I have conferred with the members of the former Code Authority for the Lead Industry and submit the following information which I hope will be useful to you in your survey.

At the time the National Industrial Recovery Act was adopted, the lead industry was in a depressed condition due almost wholly to the greatly reduced consumption of lead and lead products by the consuming industries. The price of lead was low, due to the fact that lead is a basic world commodity and the price of lead in the United States follows the world lead price with a differential determined by the United States tariff on lead. The world price for lead was likewise low, due to decreased world consumption of lead and lead products. In the domestic market, price cutting, unfair trade practices, etc., were either absent or of relatively little importance.

Some lead mines in the United States felt compelled to shut down, due to the low price of lead. Certain other companies continued to operate at reduced rates of production in order to give employment to their employees, even though this continuation of operations resulted in the tying up of large amounts of money in stocks of refined lead which could not be marketed. The employees in general appreciated this action on the part of these companies and there was little or no unrest among employees, the principal complaint heard being of the fact that they could not work full time. Wages, while below the 1929 peak, were on a reasonable and fair basis. Conditions in the manufacturing divisions of the industry were quite similar to those in the mining division.

In general, the members of the lead industry were not

of the opinion that a code under the National Industrial Recovery Act would materially help the lead industry but pursuant to urgent representations by National Recovery Administration officials, steps were taken to draft a code for the industry. While this code was being drafted, the President's Reemployment Agreement was promulgated and this Agreement as modified for the lead industry, was subscribed to by most of the members of the lead industry. The Lead Code as finally approved was essentially an enlargement of the President's Re-employment Agreement as modified for the lead industry with fair trade practices included for three of the manufacturing divisions of the industry, namely, the Pigment, Metallic Lead Products and Foil Divisions.

No difficulties were met in organizing for the drafting of the code, in organizing for code administration or in financing code administration. There were practically no complaints of code violation and the principal duty of the Code Authority was in connection with the interpretation of code provisions and in attempting to secure Na-

tional Recovery Administration approval of such interpretations as were in line with long standing usages in the lead industry.

The concensus of opinion of the former Code Authority members, who obviously reflect the opinions of the members of the lead industry, is that the lead code under the National Industrial Recovery Act accomplished little or nothing of value for the lead industry. On the contrary, it increased costs of production of lead and lead products, making for decreased consumption of these materials. Such statistics as were collected by the Lead Code Authority under the National Industrial Recovery Act were of no value to the lead industry, the industry being adequately served by the Lead Industries Association, a voluntary, non-profit organization composed of producers and consumers, by government organizations such as the United States Bureau of Mines, United States Geological Survey, etc., and by the American Bureau of Metal Statistics.

The lead code was essentially a labor code but the effect of the code on labor was relatively small, wages in the industry having in general been above the N.R.A. minima for similar employments and hours in general within eight per day. While some employees in the industry were on a

seven-day schedule prior to the N.I.R.A., the great majority had been on part time. Not only did the latter remain on part time after the adoption of the lead code but in addition, the possible working time of many of these part time employees was further cut by various rules and regulations of the National Recovery Administration. In the attempt to fit all industries into much the same mold as far as labor regulations were concerned, the National Recovery Administration made restrictions, rules and interpretations which violated established customs in the industry, which customs were accepted and desired by the employees and were satisfactory to the employers, thus causing a certain amount of dissatisfaction and unrest among employees without doing any good to anyone.

With the above facts in mind, the former members of the Lead Code Authority feeling that neither labor nor industry benefited through the operation of the lead code, would not be favorably inclined to the formation of a new code or the continuance of the old.

Yours very truly,

Signed: F. F. Wormser,
Secretary.

Correspondence—Committee to Report on Changes in Labor and Trade Practice Standards

The Chairman also reported the receipt of a letter from the Committee to Report on Changes in Labor and Trade Practice Standards of the N.R.A., dated September 28, 1935, as follows:

4950 Page 11.

October 1, 1935.

Mr. W. A. Janssen
Hotel Occidental
Washington, D. C.

Dear Mr. Janssen:

Answering your telephone query as to the reason for the suspension in the operation of Section 2 of Article VII of the Lead Code, you will recall the history of this particular section.

The Pigments Division had mixed feelings from the start about the advisability, or need, of incorporating an open price provision in the Code. The Section was in-

cluded only, I think it fair to state, at the insistence of N.R.A., which strongly endorsed the proposal. Upon approval of the Code, however, the Pigments Division felt that the lukewarmness of some members made it desirable to postpone the establishment of this practice and to request a suspension, until full agreement had been reached.

Very truly yours,

Signed: F. E. Wormser,
Secretary.

October 1, 1935.

Mr. W. A. Janssen
Hotel Occidental
Washington, D. C.

Dear Mr. Janssen:

In response to your telephonic request, as to the value of certain lead products produced in the United States during 1933, specifically (1) pig lead, (2) lead pigments, (3) metallic lead products and (4) metallic foil products, as defined by the Lead Code, I am pleased to give you the following data:

Value of Production.

1933 Pig Lead (Primary and Secondary)*		$34,552,000
1933 Lead Pigments (White lead, Basic lead sulphate, litharge, red lead, orange mineral)**		20,820,000
1931 Metallic Lead Products:		22,620,000
Antifriction Bearings	$ 3,783,000	
Solder	10,166,000	
Type Metal	3,538,000	
Sheet Lead	2,227,000	
Lead Pipe	2,906,000	
1931 Metallic Foil Products (Lead, tin, aluminum and composition)		12,226,000

* From American Bureau of Metal Statistics and Lead Industries Association data.

** From data of U. S. Bureau of Mines.

5125 **RESPONDENT'S EXHIBIT NO. 77.**

Executive Committee Meeting.

New York, N. Y. **July 28, 1933.**

A meeting of the Executive Committee of the Lead Industries Association was held in the Board Room of the American Smelting and Refining Company, New York City, on July 28, 1933 at 10:00 A. M.

Present	Representing
Mr. Clinton H. Crane, Chairman	St. Joseph Lead Co.
F. H. Brownell	American Smelting & Refining Co.
H. Y. Walker	American Smelting & Refining Co.
W. C. Beschorman	National Lead Co.
F. M. Carter	National Lead Co.
I. H. Cornell	St. Joseph Lead Co.
Fred Laist	United Metals Selling Co.
J. A. McCarthy	United Metals Selling Co.
F. F. Colcord	United States Smelting Refining & Mining Co. Inc.
F. Y. Robertson	
F. E. Wormser, Secretary.	

The Chairman stated that a great number of replies had been received to telegrams which were sent members as authorized at the meeting of July 24th and that compliance with the President's suggested form of agreement would work hardship on many members. After discussion it appeared to be the feeling of the Executive Committee that it was preferable for the Lead Industries Association to submit its own code to the National Recovery Administration, if it could be done.

It was thereupon moved, seconded and carried that the Executive Committee proceed with the drafting of its own code.

5126 The Chairman submitted a Tentative Draft of a Master Code as approved by the Lead Pigments Division of the Lead Industries Association which was then studied article by article until satisfactory to the Executive Committee.

As this Code mainly dealt with wages and hours of

employment, it was regularly moved, seconded and carried that

Based upon the data available to the Lead Industries Association, the Code specify 40 hours as a maximum in Article VI for all divisions.

(Mr. R. M. Roosevelt was unavoidably absent in Washington and if present would have voted for a 42 hour maximum so as not to run the risk of any interference with the Zinc Code which specified 42 hours.)

It was also regularly moved, seconded and carried that 35¢ an hour be adopted as a minimum wage for each division of the Lead Industries Association under Article VII.

The Secretary was authorized to submit this Code to Washington to the Recovery Administration, after writing each member requesting authorization to append their signatures to the Code and provided sufficient support from the membership was obtained.

Applications for membership having been received from the following companies, and each one qualifying, it was regularly moved, seconded and carried that they be admitted to membership and that the Secretary advise them of this action:

5127 Registry No. 1217-8-01

National Recovery Administration.

Proposed Code of Fair Competition for the Lead Industry as submitted on August 31, 1933.

(NRA Cut)

The Code for the Lead Industry in its present form merely reflects the proposal of the above-mentioned industry, and none of the provisions contained therein are to be regarded as having received the approval of the National Recovery Administration as applying to this industry.

United States Government Printing Office.

Washington: 1933.

For sale by the Superintendent of Documents,
Washington, D. C.....Price 5 cents

5128 Submitted by

Lead Industries Association

(II)

5128 Code of Fair Competition for the Lead Industries

The subscribers to this code, submitted by the Lead Industries Association for its members, represent 90 percent of the active lead mining, 90 percent of the lead smelting and refining, 100 percent of the lead pigments, and more than 85 percent of the metallic lead products, and 100 percent of the metallic lead and tin foil products industries by tonnage in the United States of America. The Lead Industries Association affirms that it imposes no inequitable restrictions on admission to membership and participation in its activities, and that it is truly representative as a national trade association of the lead industry in its several branches.

Article I—Purpose.

The declared purpose of this code is to effectuate the policy of Title I of the National Industrial Recovery Act, during the period of the emergency, by reducing and relieving unemployment in the lead industries, by improving the standards of labor therein, by eliminating destructive competitive practices, and by maintaining a reasonable balance between production and consumption of the products of these industries.

Article II—Definitions.

(a) "Lead industries" as used herein is defined to mean all those engaged in the mining, smelting, and refining of lead and lead scrap, and in the manufacture of lead pigments, metallic lead products, allied products defined under "metallic lead produets", and metallic foil products.

(b) "Lead ore and Ore Concentrates" as used herein is defined to mean ore containing lead as the principal commercially recoverable constituent.

(c) "Lead mining" as used herein is defined to mean the mining and concentrating of ore containing lead and other treatment to the time of shipment to the smelters.

(d) "Lead smelting and refining" as used herein is defined to mean the processing of lead ore, concentrates, lead scrap, and other lead-bearing material into pig lead or antimonial lead.

(e) "Lead pigments" as used herein defined to mean basic carbonate white lead, basic lead sulphate, litharge, red lead, orange mineral, and other lead oxides with or without metallic lead content.

(f) "Metallic lead products" as used herein is defined to mean extruded, rolled, cast, or otherwise worked lead or lead alloy products, or metallic tin, tin alloy, or other metal or metal alloy products which are produced by the members of the Lead Industries Association on the same type of machinery and under similar labor conditions.

5129 (g) "Metallic foil products" as used herein is defined to mean lead, tin, aluminum, zinc, or their alloys or combinations, rolled to a thickness of .006 in. or less; or other metals or their alloys or combinations rolled on similar machinery to the same thickness or less; whether attached or affixed to other materials or not.

(h) "Persons" as used herein includes any individual, firm, partnership, or corporation.

(i) "Employees" as used herein shall include all persons employed in the conduct of the respective operations, except executives and their immediate assistants, supervising, technical, maintenance, and engineering staffs.

(j) "Division" as used herein refers to the several sections of the lead industries as enumerated below:

1. Lead-mining division.
2. Lead-smelting and refining division.
3. Lead-pigments division.
4. Metallic lead-products division.
5. Metallic foil-products division.

Article III—Effective Date.

This code shall be in effect beginning the second Monday after its approval by the President.

Article IV—Labor Provisions.

Employers in the lead industries engaged in the production and manufacture of lead and lead products shall comply with the requirements of the National Industrial Recovery Act as follows: "(1) That employees shall have the right to organize and bargain collectively through rep-

resentatives of their own choosing, and shall be free from the interference, restraint, or coercion of employers of labor, or their agents, in the designation of such representatives or in self-organization or in other concerted activities for the purpose of collective bargaining or other mutual aid or protection; (2) that no employee and no one seeking employment shall be required as a condition of employment to join any company union or to refrain from joining, organizing, or assisting a labor organization of his own choosing; and (3) that employers shall comply with the maximum hours of labor, minimum rates of pay, and other conditions of employment, approved or prescribed by the President.

Article V—Minimum Age.

On and after the effective date, employers shall not employ any person under the age of 16 years, engaged directly or indirectly in production.

Article VI—Hours of Labor.

On and after the effective date of this code employers in the several divisions of the lead industry shall not operate on a schedule of hours of labor for their employees exceeding the equivalent of the number of hours per week listed below when averaged over the period from the effective date of this code until October 1, 1933, or over any of the successive thirteen-week periods ending, respectively, December 31, 1933, April 1, 1934, and July 1, 1934, etc., nor a total of more than 520 hours in any of these thirteen-week periods.

		Hours
1.	Lead mining division	40
2.	Lead smelting and refining division	40
3.	Lead pigments division	40
4.	Metallic lead products division	40
5.	Metallic foil products division	40

Such maximum working hours shall not apply in the case of accidents or emergencies where the safety of the men or the preservation of the property necessitates temporarily longer hours; nor in the case of the mining division shall it apply to hoistmen, power-house men or pump men. It is also recognized that in various divisions there are individual circumstances which may call for special con-

sideration and the working of a greater number of hours than herein specified which shall be permitted on approval by the National Recovery Administration.

Article VII—Minimum Wages.

The minimum wage for each division shall be as follows:

		Per Hour
1.	Lead mining division ..... cents	35
2.	Lead smelting and refining division .. cents	35
3.	Lead pigments division ..... cents	35
4.	Metallic lead products division .... cents	35
5.	Metallic foil products division..... cents	35

unless the hourly rate for the same class of work on July 15, 1929, was less than thirty-five cents (35¢) per hour, in which latter case not to be less than the hourly rate of July 15, 1929, and in no event less than thirty cents (30¢) per hour; except for cleaners, watchmen, and outside labor, whose minimum wage shall be at the rate of thirty cents (30¢) per hour, but in no case shall the number of cleaners, watchmen, and outside labor in the above classes exceed five percent (5%) of the total number of employees.

Article VIII—Administration.

Lead Industries Association is hereby designated the agency for administering, supervising, and promoting the performance of the provisions of this code by the members of the lead industries. The Association shall be divided into five division as defined in Ar. II. Each division is to function as a separate unit, and shall be self-governing. and may draft a supplementary code of fair competition not inconsistent with this agreement. The Executive Committee, together with each division chairman, the Secretary of the Lead Industries Association, and such representatives of the Administrator as he may care to appoint, are designated to cooperate with Administrator in the administering of this code with respect to the several divisions.

5130 Article IX—Reports.

To inform the President as to the observance of the provisions of this code by its subscribers and as to the steps the lead industries are taking to effectuate the declared policy of the National Industrial Recovery Act, each person engaged in the industry shall provide certified statements at

the end of each period referred to under Article 6 to the effect that the employer has complied with the maximum hours and minimum rates of wages prescribed herein.

Article X—Fees.

Each subscriber to this code shall pay his proportionate share of the cost of conducting the Lead Industries Association as prescribed in the Constitution and By-Laws, as amended, of that Association.

Article XI—Cancellation or Modification.

This code or any of its provisions shall be cancelled or modified and any approved rule issued thereunder shall be ineffective to the extent necessary to conform to any action by the President under Section 10 (b) of the National Industrial Recovery Act in cancellation or modification of any order, approval, license, rule, or regulation pertaining thereto.

Article XII—Monopolies.

(a) This code is not designed to promote monopolies and shall not be availed of for that purpose.

(b) The provisions of this code shall not be so interpreted or administered as to eliminate or oppress small enterprises or to discriminate against them.

Article XIII—Additions of Amendments.

Additions or amendments to this code, or supplemental codes affecting or pertaining to the several divisions of the lead industries may be submitted to the Executive Committee of the Lead Industries Association, and, upon approval by the Committee, after two weeks notice to the members, may be submitted to the Administrator of the National Industrial Recovery Act and will become a part of this code and have the same force and effect as any other provision of this code when approved by the Administrator.

5162 RESPONDENT'S EXHIBIT NO. 81

Executive Committee Meeting.

New York, N. Y. September 21, 1933.

A meeting of the Executive Committee of the Lead Industries Association was held on Thursday, September 21, 1933, at 2:30 P.M. at the offices of the St. Joseph Lead Company, 250 Park Avenue, New York City.

Present	Representing
Clinton H. Crane, Chairman	St. Joseph Lead Company
E. A. Behr	American Smelting & Refining Co.
F. M. Carter	National Lead Company
C. M. Chapin, Jr.	St. Joseph Lead Company
I. H. Cornell	St. Joseph Lead Company
F. Y. Robertson	United States Smelting Refining & Mining Co. Inc.

F. E. Wormser, Secretary.

Mr. Clinton H. Crane occupied the chair.

The Chairman called the attention of the Executive Committee to a letter received from the Administration as follows:

"In conversation with you on September 11, it was our understanding that you would file supplemental codes to the Basic Lead Code, not later than September 16.

"We beg to advise that, up to this date, we have not received these supplementals and are asking that you give this your prompt attention.

"By direction of H. O. King, Deputy Administrator.
Signed: C. F. Elliott,
Special Assistant."

The Chairman felt that in replying to this letter a question of policy was involved with respect to the filing of Supplementary Codes, which the Committee, as a whole, should act upon. After discussion it was agreed that the following letter should be sent by the Secretary to the N. R. A.:

5163 "Acknowledging your letter of September 18th:

Although we are not ready yet with our Supplementary Codes, we do not wish to delay the final hearing on

our Master Code as it has been filed with you and are anxious to expedite matters by an early hearing.

"We have been working steadily and intensively on the Supplementary Codes of the Basic Lead Code and regret exceedingly that they have not yet been perfected to a point where they are suitable for submission to the N. R. A."

The Chairman stated that inasmuch as the newly formed Foil Division of the Lead Industries Association had no representation on either the Directorate or on the Executive Committee, it was only fair that some provision immediately be made to remedy this situation.

Accordingly, the Chairman proposed, with the concurrence of the Executive Committee, to call a Special Meeting of the Members for the purpose of electing a member of the Foil Division to the Board.

Mr. Carter outlined the serious conflict of interest between the Paint Code and the position of the White Lead-in-Oil industry which desired to operate under the Code of the Lead Industries Association and felt that later on this conflict of interest might require urgent attention on the part of the Lead Industries Association.

The Secretary stated that he had made a practice of distributing the minutes of the meetings of the various Divisions and Committees to all the members in the group in question, whether a representative of the Company
5164 attended the meeting in person or not, and requested the advice of the Executive Committee as to this procedure, particularly as some members felt that only those who attended the meetings in person should receive a copy of the minutes. The action of the Secretary was approved.

The meeting adjourned at 4:00 P.M.

Clinton H. Crane,
Chairman,
F. E. Wormser,
Secretary.

5170 RESPONDENT'S EXHIBIT NO. 83

Executive Committee Meeting.

New York, N. Y. November 22, 1933.

A meeting of the Executive Committee of the Lead Industries Association was held on Wednesday, November 22, 1933 at 3:15 P.M. in the Board Room of the National Lead Company, 111 Broadway, New York City.

Present	Representing
Clinton H. Crane, Chairman	St. Joseph Lead Co.
F. H. Brownell	American Smelting & Refining Co.
R. M. Roosevelt	Eagle-Picher Lead Co.
W. C. Beselhorman	National Lead Co.
F. M. Carter	National Lead Co.
E. J. Cornish	National Lead Co.
W. Y. C. Hunt	Reynolds Metals Co.
I. H. Cornell	St. Joseph Lead Company
J. A. McCarthy	United Metals Selling Co.
F. F. Colcord	United States Smelting Refining & Mining Co.
G. W. Metcalfe	
F. E. Wormser, Secretary.	

Mr. Clinton H. Crane occupied the chair.

The Chairman presented a draft of the Code of Fair Competition for the Lead Industry which the Secretary brought back with him from Washington after consultation with Deputy Administrator Janssen, who had recommended a great many changes and additions to the Basic Code. Copy of this Code is attached (Exhibit "A").

The Executive Committee agreed to proceed with a consideration of the Code for the purpose of revising it so as to retain the form in which the Administration desired the Code to be submitted, and so as to embody the
5171 combined views of the Committee. Accordingly, the Code was considered paragraph by paragraph and finally drafted as Exhibit "B" attached hereto.

Meeting adjourned at 5:00 P. M.

Clinton H. Crane,
Chairman,

F. E. Wormser,
Secretary.

5172 Exhibit "A".

Code "D"

The Code of Fair Competition for the Lead Industries.

Article I.

Purposes.

To effect the policies of Title I of the National Industrial Recovery Act, this Code is submitted as a Code of Fair Competition for the Lead Industries and upon approval by the President, its provisions shall be the standards of fair competition for such Industry and shall be binding upon every member thereof.

Article II.

Definitions.

The terms "President", "Act", and "Administrator" shall mean respectively the President of the United States, the National Industrial Recovery Act, and the Administrator of said Act.

The term "Industry" means and includes the business of producing and selling in the United States any or all industry products.

The terms "Member" and/or "Member of the Industry" means and includes any person, firm, association, or corporation engaged in the business of the Industry as defined herein.

The term "Employee" means and includes anyone engaged in the industry in any capacity receiving compensation for his services, irrespective of the nature or method of payment of such compensation.

The term "Employer" means and includes anyone by whom any such employee is compensated or employed.

The term "Apprentice" means a person, usually a minor, who agrees to serve an employer for a certain stated period of time at predetermined wages for the period in order to learn the trade.

The term "Learner" means an employee without previous mechanical experience engaged to become competent on one or more machine operations but who shall not be so classified after ninety days' experience.

The term "Industry Products" means and includes all products as hereinafter enumerated and defined under

"Divisions", and such other products as may be enumerated and defined in divisional supplemental codes which are or may be attached to and made a part of this code.

5173 (a) "Lead Industries" as used herein is defined to mean all those engaged in mining, smelting, and refining of lead and lead scrap, and in the manufacture and sale of lead pigments, metallic lead products, alloid products defined under "Metal Lead Products", and "Metallic Foil Products".

(b) "Lead Ore and Lead Concentrates" as used herein is defined to mean ore and the concentrates thereof, containing lead as the principal commercially recoverable constituent.

(c) "Lead Mining", as used herein is defined to mean the mining and concentrating of ore containing lead and any further beneficiation thereto prior to the shipment to the smelter.

(d) "Lead Smelting and Refining", as used herein is defined to mean metallurgical and/or chemical treatment of lead ore, lead concentrates, lead scrap, and any other lead bearing material into "Pig Lead", and/or "Antimonial Pig Lead".

(e) "Lead Pigments" as used herein is defined to mean basic carbonate white lead (dry or in oil), basic lead sulphate (dry or in oil), litharge, red lead (dry or in oil), orange mineral or any other lead oxides, with or without metallic lead content.

(f) "Metallic Lead Products" as used herein is defined to mean extruded, rolled, cast or otherwise fabricated lead or lead alloy products, or kindred products of metallic tin, tin alloy or other metal or metal alloy products, which are produced by members on the same type of machinery and under similar labor and fabricating conditions.

(g) "Metallic Foil Products", as used herein is defined to mean lead and/or tin or their alloys or combinations thereof rolled to a thickness of .006 of an inch or less, whether attached or affixed to the materials or not.

(h) The term "Divisions" means and includes the several parts of the Industry, which are (or may be) established, and are (or may be) defined in the divisional supplemental codes.

"Division" as used herein refers to the several sections of the lead industries as enumerated below:

1. Lead mining division.
2. Lead smelting and refining division.
3. Lead pigments division.
4. Metallic lead products division.
5. Metallic foil products division.

5174 (i) The term "Lead Industries Association" as used herein shall mean an association of members of the Lead Industry who represent 90% of the active mining, 90% of the lead smelting and refining, 100% of the lead pigments and more than 85% of the metallic lead products and 90% of the metallic lead allied foil products industry by tonnage in the U. S.

(j) The term "Executive Committee" as used herein shall mean the Executive Committee of the Lead Industries Association, duly elected and qualified to serve under the by-laws of such association, organized in New York City, New York, Nov. 14, 1928.

Article III.

Hours of Labor.

Maximum Hours.

Section 1.

On and after the effective date of this Code employers in the several divisions of the lead industry shall not operate on a schedule of hours of labor for their employees exceeding the equivalent of the number of hours per week listed below when averaged over the period from the effective date of this code until October 1, 1933 or over any of the successive thirteen-week periods ending, respectively, December 31, 1933, April 1, 1934, and July 1, 1934, etc., nor a total of more than 520 hours in any of these thirteen-week periods.

1.	Lead mining division	40 hours
2.	Lead smelting and refining division	40 hours
3.	Lead pigments division	40 hours
4.	Metallic lead products division	40 hours
5.	Metallic foil products division	40 hours

Such maximum working hours shall not apply in the case of accidents, or emergencies where the safety of the men or the preservation of the property necessitates temporarily longer hours; nor in the case of the mining divi-

sion shall it apply to hoistmen, power-house men or pump men who are paid $35.00 a week or more. It is also recognized that in various divisions there are individual circumstances which may call for special consideration and the working of a greater number of hours than herein specified which shall be permitted on approval by the National Recovery Administration.

Hours for Clerical and Office Employees.

Section 2.

No employer shall work any accounting, clerical, office, inside sales, or other employee not provided for in
5175 this Article III, who receives less than $35.00 per week, more than an average of 40 hours per week during a six months' period, nor more than 48 hours per week in any one week.

Exceptions as to Hours.

Section 3.

The limitation as to hours of labor in any 24 hours shall not apply to very special cases where restriction of hours of labor of highly skilled workers in continuous processes would unavoidably reduce production, provided, however, that employees in such cases shall not work more than 48 hours in any one week.

Standard Week.

Section 4.

The limitation as to hours of labor shall not apply (a) to outside sales or sales-service men, technicians (highly skilled factory workers are not to be classed as technicians), nor to persons in a managerial, executive, or supervisory capacity who receive more than $35 per week (foremen regularly engaged in manual labor shall not be considered to be in such supervisory capacity), nor (b) to employees engaged in emergency maintenance or repair work necessary because of breakdowns or involving danger to life and property, providing that such emergency overtime work in excess of 48 hours in any one week shall be paid for at the rate of time and one third.

To care for requirements peculiar to certain divisions of the lead industry, the Code permits maximum hours to be averaged over a six months' period, also for an allowance (above 48 hours maximum) of not more than six

hours per week in the time worked by the operating class of employees.

Article IV.

Wages.

Minimum.

The minimum wage for each division shall be as follows:

	Cents per Hour
1. Lead mining division	35
2. Lead smelting and refining division	35
3. Lead pigments division	35
4. Metallic lead products division	35
5. Metallic foil products division	35

unless the hourly rate for the same class of work on July 15, 1929, was less than thirty-five cents (35¢) per 5176 hour, in which latter case not to be less than the hourly rate of July 15, 1929, and in no event less than thirty cents (30¢) per hour; except for cleaners, watchmen, and outside labor, whose minimum wage shall be at the rate of thirty cents (30¢) per hour, but in no case shall the number of cleaners, watchmen, and outside labor in the above classes exceed five per cent (5%) of the total number of employees.

Piecework Compensation—Minimum Wages.

Section 2.

This article establishes a minimum rate of pay which shall apply, irrespective of whether an employee is actually compensated on a time rate, piecework, or other basis.

Minimum Wage Rates by Locality/Occupation.

Section 3.

After the approval of this Code, the Code authority may present for approval to the Administrator, after notice and hearing, recommendations as to upward adjustments in minimum wages for specified localities or occupations, in order to effectuate the purposes of the Act.

Wages Above Minimum.

Section 4.

There shall be an equitable adjustment of all wages above the minimum after the effective date, if such ad-

justment has not already been made, and to that end, within (..... days or months) from the approval of this Code, the Code Authority may review the existing wage rates and submit for the approval of the Administrator a proposal for adjustment in wages. Upon approval by the Administrator, after such hearing as he may prescribe, such proposal shall become binding as a part of this Code, provided, however, that in no event shall hourly rates of pay be reduced.

Female Employees.

Section 5.

Female employees, if, as and when performing substantially the same work as male employees shall receive the same rate of pay as male employees.

Handicapped Persons.

Section 6.

A person whose earning capacity is limited because of age or physical or mental handicap may be employed 5177 on light work at a wage below the minimum established by this Code if the employer obtains from the State authority designated by the United States Department of Labor a certificate authorizing his employment at such wages and for such hours as shall be stated in the certificate. Each employer shall file with the Code Authority a list of all such persons employed by him.

Article V.

General Labor Provisions.

Child Labor.

Section 1. No person under sixteen (16) years of age shall be employed in the Industry. No person under eighteen (18) years of age shall be employed at operations or occupations which are hazardous in nature or dangerous to health. The Code Authority shall submit to the Administrator before ..... (date) a list of such operations or occupations. In any State an employer shall be deemed to have complied with this provision as to age if he shall have on file a certificate or permit duly signed by the Authority in such State empowered to issue employment or age certificates or permits showing that the employee is of the required age.

Provisions From the Act (Inclusion obligatory).

Section 2. In compliance with Section 7(a) of the Act it is provided:

(a) That employees shall have the right to organize and bargain collectively through representatives of their own choosing, and shall be free from the interference, restraint, or coercion of employers of labor, or their agents, in the designation of such representatives or in self-organisation or in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.

(b) That no employee and no one seeking employment shall be required as a condition of employment to join any company union or to refrain from joining, organizing, or assisting a labor organization of his own choosing, and

(c) That employers shall comply with the maximum hours of labor, minimum rates of pay, and other conditions of employment approved or prescribed by the President.

Reclassification of Employees.

Section 3. No employer shall reclassify employees or duties of occupations performed or engage in any other subterfuge for the purpose of defeating the purposes or provisions of the Act or of this Code.

5178 Exhibit "A".

Standards for Safety and Health.

Section 4. Every employer shall make reasonable provision for the safety and health of his employees at the place and during the hours of their employment. (Provision may be inserted requiring the Code Authority to submit proposed minimum standards for safety and health of employees).

State Laws.

Section 5. No provision in this Code shall supersede any State or Federal Law which imposes on employers more stringent requirements as to age of employees, wages, hours of work, or as to safety, health, sanitary or general working conditions, or insurance, or fire protection, than are imposed by this Code.

Posting.

Section 6. All employers shall post complete copies of this Code in conspicuous places accessible to employees.

Article VI.

Organization, Powers and Duties of the Code Authority—Organization and Constitution.

Lead Industries Association is hereby designated the agency for administering, supervising, and promoting the performance of the provisions of this Code by the members of the lead industries. The Association shall be divided into five divisions as defined in Article II. Each division is to function as a separate unit, and shall be self-governing, and may draft a supplementary code of fair competition not inconsistent with this agreement. The Executive Committee, together with each division chairman, The Secretary of the Lead Industries Association, and such representatives of the Administrator as he may care to appoint, are designated as code authority to cooperate with the Administrator in the administering of this code with respect to the several divisions.

Section 1. There shall be forthwith constituted a Code Authority consisting of ..... persons to be selected in the following manner:

(Here shall be stated the manner in which the members of the Code Authority shall be elected. Provision should be made so that the Code Authority will be truly representative of the various majority, minority, and other interests in the industry. If, however, by reason of conditions peculiar to the industry, selection by the industry is impossible, it may be provided that appointment shall be by the Administrator.)

5179 Section 2. In addition to membership as above provided, there may be ..... members, without vote, to be appointed by the Administrator, to serve for term of ..... months from the date of appointment.

Section 3. Each trade or industrial association directly or indirectly participating in the selection or activities of the Code Authority shall

(1) impose no inequitable restrictions on membership, and (2) submit to the Administrator true copies of its articles of association, by-laws, regulations, and any amendments when made thereto, together with such other

information as to membership, organization, and activities as the Administrator may deem necessary to effectuate the purposes of the Act.

Section 4. In order that the Code Authority shall at all times be truly representative of the industry and in other respects comply with the provisions of the Act, the Administrator may prescribe such hearings as he may deem proper; and thereafter if he shall find that the Code Authority is not truly representative or does not in other respects comply with the provisions of the Act, may require an appropriate modification in the method of selection of the Code Authority.

Section 5. Members of the industry shall be entitled to participate in and share the benefits of the activities of the Code Authority and to participate in the selection of the members thereof by assenting to and complying with the requirements of this Code and sustaining their reasonable share of the expenses of its administration. Such reasonable share of the expenses of administration shall be determined by the Code Authority, subject to review by the Administrator, on the basis of volume of business and/or such other factors as may be deemed equitable.

Section 6. Nothing contained in this Code shall constitute the members of the Code Authority partners for any purpose. Nor shall any member of the Code Authority be liable in any manner to anyone for any act or any other member, officer, agent, or employee of the Code Authority. Nor shall any member of the Code Authority, exercising reasonable diligence in the conduct of his duties hereunder, be liable to anyone for any action or omission to act under this Code, except for his own willful misfeasance or nonfeasance.

Powers and Duties.

Section 7. The Code Authority shall have the following further powers and duties, the exercise of which shall be reported to the Administrator and shall be subject to his right, on review, to disapprove or modify any action
5180 taken by the Code Authority.

(a) To insure the execution of the provisions of this Code and provide for the compliance of the industry with the provisions of the Act.

(b) To adopt by-laws and rules and regulations for its procedure and for the administration and enforcement of the Code.

(c) To obtain from members of the industry such information and reports as are required for the administration of the Code and to provide for submission by members of such information and reports as the Administrator may deem necessary for the purposes recited in Section 3(a) of the Act, which information and reports shall be submitted by members to such administrative and/or government agencies as the Administrator may designate; provided that nothing in this Code shall relieve any member of the industry of any existing obligations to furnish reports to any government agency. No individual reports shall be disclosed to any other member of the industry or any other party except to such governmental agencies as may be directed by the Administrator.

(d) To use such trade associations and other agencies as it deems proper for the carrying out of any of its activities provided for herein, provided that nothing herein shall relieve the Code Authority of its duties or responsibilities under this Code and that such trade associations and agencies shall at all times be subject to and comply with the provisions hereof.

(e) To make recommendations to the Administrator of the coordination of the administration of this Code with such other codes, if any, as may be related to the industry.

(f) To secure from members of the industry an equitable and proportionate payment of the reasonable expenses of maintaining the Code Authority and its activities.

(g) To cooperate with the Administrator in regulating the use of any N. R. A. insignia solely by those members of the industry who have assented to, and are complying with this Code.

(h) To recommend to the Administrator further fair trade practice provisions to govern members of the industry in their relations with each other or with other industries and to recommend to the Administrator measures for industrial planning, including stabilization of employment.

(i) "The Code Authority shall have power on its own initiative or on the complaint of any member of the Code to investigate any destructive price competition," and for the purpose of investigation thereof, to require such member to furnish such information concerning the cost of manufacturing such product as the Code Authority
5181 shall deem necessary or proper for such purposes.

If the Code Authority after such investigation shall determine that such price is an unfair price for such product and that the maintenance of such unfair price may result in unfair competition in the industry, the Code Authority may require that the member of the code file a new list showing a fair price for such product which fair price shall become immediately effective upon the filing thereof.

Article VII.

Trade Practices.

For all purposes of this Code the following described acts as well as those elsewhere enumerated in this Code shall be deemed unfair competition and shall constitute a violation of this Code.

Rule 1. Inaccurate Advertising.

No member of the Industry shall publish advertising (whether printed, radio, display or of any other nature), which is misleading or inaccurate in any material particular, nor shall any member in any way misrepresent any goods, (including but without limitation its use, trademark, grade-quality, quantity, origin, size, substance, character, nature, finish, material, content or preparation) or credit terms, values, policies, services, or the nature or form of the business conducted.

Rule 2. False Billing.

No member of the industry shall knowingly withhold from or insert in any quotation or invoice any statement that makes it inaccurate in any material particular.

Rule 3. Inaccurate Labelling.

No member of the industry shall brand or mark or pack any goods in any manner which is intended to or does deceive or mislead purchasers with respect to the brand, grade, quality, quantity, origin, size, substance, character, nature, finish, material content or preparation of such goods.

Rule 4. Inaccurate References to Competitors, etc.

No member of the industry shall publish advertising which refers inaccurately in any material particular to any competitors or their goods, prices, values, credit terms, policies or services.

Rule 5. Selling Below Cost.

(Provisions may be inserted against selling below cost based upon principles of costing formulated by the Code Authority and approved by the Administrator. Such 5182 provisions should be applicable to the individual industry and should take into consideration the necessity of selling below cost to meet competition, to dispose of distress merchandise, etc.)

Rule 6. Threats of Law Suits.

No member of the industry shall publish or circulate unjustified or unwarranted threats of legal proceedings which tend to or have the effect of harassing competitors or intimidating their customers. Failure to prosecute in due course shall be evidence that any such threat is unwarranted or unjustified.

Rule 7. Secret Rebates.

No member of the industry shall secretly directly offer or make any payment or allowance of a rebate, refund, commission, credit, unearned discount or excess allowance, whether in the form of money or otherwise, nor shall a member of the industry secretly offer to extend to any customer any special service or privilege not extended to all customers of the same class, for the purpose of influencing a sale.

Rule 8. Selling on Consignment.

No member of the industry shall ship goods on consignment except under circumstances to be defined by the Code Authority, where peculiar circumstances of the industry require the practice.

Rule 9. Bribing Employees.

No member of the industry shall give, permit to be given or directly offer to give, anything of value for the purpose of influencing or rewarding the action of any employee, agent or representative of another in relation to the business of the employer of such employee, the principal of such agent or the represented party, without the knowledge of such employer, principal or party.

Rule 10. Interference with Another's Contracts.

No member of the industry shall attempt to induce a breach of an existing contract between a competitor and

his employee of customer or source of supply; nor shall any such member interfere with or obstruct the performance of such contractual duties or services.

Rule 11. Coercion.

No member of the industry shall require that the purchase or lease of any goods be a prerequisite to the purchase or lease of any other goods.

5183 Rule 12. Blacklisting.

No member of the industry shall join or participate with other members of the industry who with such member constitute a substantial number of members of the industry or who together control a substantial percent of the business in any specific product or products of the industry, in any transaction known in law as a black list, including any practice or device (such as a white list), which accomplishes the purpose of a black list.

Article VIII.

Trade Practice Rules for Lead Pigments Division.

The trade practice rules outlined in Article VII in a general way are of particular application to divisions number 1, 2, 4 and 5 of the lead industries. Because of the very nature of the product of division 3 "Lead Pigments" of the lead industry, a separate set of trade practice rules for this division is noted in this Article VIII.

Unfair Trade Practices.

The following shall be considered unfair trade practices and are violations of this code with particular reference to Division 3 (Lead Pigments).

(a) Misbranding or misrepresentation of lead pigments.

(b) Making or promising to any purchaser or prospective purchaser of lead pigments, or to any officer, employee, agent or representative of any such purchaser or prospective purchaser, any commission, gratuity, or other payment or remuneration, directly or indirectly, except in the case of payments made with the consent of the employer for a definite service rendered.

(c) Inducing or in any manner attempting to induce a breach, default or cancellation of a contract between a

competitor and his customer during the term of such contract.

(d) Guaranteeing for a definite time the life and/or service of lead pigments.

(e) Making false or derogatory statements with respect to the prices, policies, products, practices, business or credit of any competitor.

(f) Exchanging the products of a member for those of another.

(g) No merchandise shall be sold at a concession in price, or used as an inducement, to influence the sale of any lead products, nor shall any concession be given in the price or terms of a lead product to influence the sale of any other merchandise.

Returned Goods.

No member of the Code shall accept the return of merchandise without first giving consent for its return.
5184 On such goods as are accepted for return, a reasonable charge shall be made and freight charges must be prepaid by the shipper returning the merchandise, except in the case of defective products or where in some other way the manufacturer may be responsible.

Price Lists.

Each member of the Code shall file with the Secretary within ten (10) days after the effective date of this Code, his price list, together with terms and conditions of sale. Any change in the said list or terms shall be reported to the Secretary in writing within twenty-four (24) hours after the effective date of such change. After December 31, 1933, any member making a sale or quotation at variance with his price list or terms on file at the time said sale or quotation is made, shall notify the Secretary concerning the variation by letter, mailed within twenty-four (24) hours. The information, as reported, shall be reissued to the members at such time, and in such manner as may be determined by them.

Uniform Sales Contracts.

Uniform sales contracts specifically designed for use in selling Dry White Lead and Lead Oxides shall be developed as soon as practicable, and thereafter used by all members after said contract forms shall have been adopted by a

two-thirds vote of members manufacturing the products to which the contracts apply and after the uniform contract forms have received the approval of the Administrator. From time to time, changes in the uniform sales contracts can be made by a two-thirds vote of members manufacturing such products, subject to the approval of the Administrator.—All sales shall conform to the conditions set forth in the uniform contract forms.

Article IX.

Export Trade.

Section 1. No provision of this Code relating to prices or terms of selling, shipping or marketing, shall apply to export trade or sales or shipments for export trade.

Section 2. Subject to the approval of the Code Authority, the exceptions established by this section shall apply also to sales or shipments of materials actually used in manufacture for export trade.

A provision may be introduced into the administrative section of the Code providing that questions relating to production for export and sale for export, not enumerated in the above section, may be submitted by any member of the industry for the consideration of the Code Au-
5185 thority, and that its decision thereon shall be submitted to the Administrator and shall not be effective unless and until approved by him.

Article X.

Cancellation or Modification.

This code or any of its provisions shall be cancelled or modified and any approved rule issued thereunder shall be ineffective to the extent necessary to conform to any action by the President under Section 10 (b) of the National Industrial Recovery Act in cancellation or modification of any order, approval, license, rule, or regulation pertaining thereto.

Article XI.

Monopolies.

(a) This Code is not designed to promote monopolies and shall not be availed of for that purpose.

(b) The provisions of this Code shall not be so inter-

preted or administered as to eliminate or oppress small enterprises or to discriminate against them.

Article XII.

Additions or Amendments.

Additions or amendments to this Code, or supplemental codes affecting or pertaining to the several divisions of the lead industries may be submitted to the Executive Committee of the Lead Industries Association, and, upon approval by the Committee, after two weeks notice to the members, may be submitted to the Administrator of the National Industrial Recovery Act and will become a part of this Code and have the same force and effect as any other provision of this Code when approved by the Administrator.

Article XIII.

Reports.

To inform the President as to the observance of the provisions of this Code by its subscribers and as to the steps the lead industries are taking to effectuate the declared policy of the National Industrial Recovery Act, each person engaged in the industry shall provide certified statements at the end of each period referred to under Article VI to the effect that the employer has complied with the maximum hours and minimum rates of wages prescribed herein.

5186

Article XIV.

Fees.

The Lead Industries Association having been constituted the agency to administer this Code, all persons in the lead industry covered by this Code, shall pay an equitable pro-rata share of the expenses of administration of said Association, as assessed by the Executive Committee.

Article XV.

Effective Date.

This Code shall be in effect beginning the second Monday after its approval by the President.

5187 **Exhibit "B".**

Code "E".

The Code of Fair Competition for the Lead Industries.

Article I.

Purposes.

To effect the policies of Title I of the National Industrial Recovery Act, this Code is submitted as a Code of Fair Competition for the Lead Industries and upon approval by the President, its provisions shall be the standards of fair competition for such Industry and shall be binding upon every member thereof.

Article II.

Definitions.

The terms "President", "Act", and "Administrator" shall mean respectively the President of the United States, the National Industrial Recovery Act, and the Administrator of said Act.

The term "Industry" means and includes the business of producing and selling in the United States any or all industry products.

The terms "Member" and/or "Member of the Industry" means and includes any person, firm association, or corporation engaged in the business of the Industry as defined herein.

The term "Employee" means and includes anyone engaged in the industry in any capacity receiving compensation for his services, irrespective of the nature or method of payment of such compensation.

The term "Employer" means and includes anyone by whom any such employee is compensated or employed.

The term "Apprentice" means a person, usually a minor, who agrees to serve an employer for a certain stated period of time at predetermined wages for the period in order to learn the trade.

The term "Learner" means an employee without previous mechanical experience engaged to become competent on one or more machine operations but who shall not be so classified after ninety days' experience.

5188 **The term "Industry Products" means and includes all products as hereinafter enumerated and defined**

under "Divisions", and such other products as may be enumerated and defined in divisional supplemental codes which are or may be attached to and made a part of this code.

(a) "Lead Industries" as used herein is defined to mean all those engaged in mining, smelting, and refining of lead and lead scrap, and in the manufacture and sale of lead pigments, metallic lead products, allied products defined under "Metal Lead Products", and "Metallic Foil Products".

(b) "Lead Ore and Lead Concentrates" as used herein is defined to mean ore and the concentrates thereof, containing lead as the principal commercially recoverable constituent.

(c) "Lead Mining" as used herein is defined to mean the mining and concentrating of lead ore and any further beneficiation thereto prior to the shipment to the smelter.

(d) "Lead Smelting and Refining" as used herein is defined to mean metallurgical and/or chemical treatment of lead ore, lead concentrates, lead scrap and any other lead bearing material into "Pig Lead", and/or "Antimonial Pig Lead".

(e) "Lead Pigments" as used herein is defined to mean basic carbonate white lead (dry or in oil), basic lead sulphate (dry or in oil), litharge, red lead (dry or in oil), orange mineral or any other lead oxides, with or without metallic lead content.

(f) "Metallic Lead Products" as used herein is defined to mean extruded, rolled, cast or otherwise fabricated lead or lead alloy products, or kindred products of metallic tin, tin alloy or other metal or metal alloy products, which are produced by members on the same type of machinery and under similar labor and fabricating conditions.

(g) "Metallic Foil Products" as used herein is defined to mean lead and/or tin or their alloys or combinations thereof rolled to a thickness of .006 of an inch or less, whether attached or affixed to the materials or not.

(h) The term "Divisions" means and includes the several parts of the Industry which are (or may be) established, and are (or may be) defined in the divisional supplemental codes.

"Division" as used herein refers to the several sections of the lead industries as enumerated below.

1. Lead mining division.
2. Lead smelting and refining division.

3. Lead pigments division.
4. Metallic lead products division.
5. Metallic foil products division.

(i) The term "Lead Industries Association" as used herein is an association of members of the Lead Industry who represent approximately 90% of the active mining, 90% of the lead smelting and refining, 100% of the 5189 lead pigments and more than 85% of the metallic lead products and 90% of the metallic lead allied foil products industry by tonnage in the United States.

(j) The term "Executive Committee" as used herein shall mean the Executive Committee of the Lead Industries Association, duly elected and qualified to serve under the by-laws of such association, organized in New York City, November 14, 1928.

Article III.

Hours of Labor.

Maximum Hours.

Section 1. On and after the effective date of this Code employers in the several divisions of the lead industry shall not operate on a schedule of hours of labor for their employees exceeding the equivalent of the number of hours per week listed below when averaged over the period from the effective date of this code until October 1, 1933, or over any of the successive thirteen-week periods ending, respectively, December 31, 1933, April 1, 1934, and July 1, 1934, etc., nor a total of more than 520 hours in any of these thirteen-week periods.

1. Lead mining division ..... 40 hours
2. Lead smelting and refining division .... 40 "
3. Lead pigments division ..... 40 "
4. Metallic lead products division ..... 40 "
5. Metallic foil products division ..... 40 "

Such maximum working hours shall not apply in the case of accidents, or emergencies where the safety of the men or the preservation of the property necessitates temporarily longer hours; nor in the case of the mining division shall it apply to hoistmen, power-house men or pump men. It is also recognized that in various divisions there are individual circumstances which may call for special consideration and the working of a greater number of hours than herein specified which shall be permitted on approval by the National Recovery Administration.

Hours for Clerical and Office Employees.

Section 2. No employer shall work any accounting, clerical, office, inside sales, or other employee not provided for otherwise in this Article III, who receives less than $35.00 per week, more than an average of 40 hours per week during a six months' period, nor more than 48 hours per week in any one week.

5190 Exceptions as to Hours.

Section 3. Any limitation as to hours of labor shall not apply to very special cases where restriction of hours of labor of highly skilled workers in continuous processes would unavoidably reduce production, provided, however, that employees in such cases shall not work more than 48 hours in any one week.

Standard Week.

Section 4. The limitation as to hours of labor shall not apply (a) to outside sales or sales-service men, technicians (highly skilled factory workers are not to be classed as technicians), nor to persons in a managerial, executive, or supervisory capacity who receive more than $35.00 per week, nor (b) to employees engaged in emergency maintenance or repair work necessary because of break-downs or involving danger to life and property, nor (c) shall it apply to truckmen.

To care for requirements peculiar to certain divisions of the lead industry, the code shall permit maximum hours to be averaged over a six months' period, also for an allowance (above 48 hour maximum) of not more than six hours per week in the time worked by the operating class of employees.

Article IV.

Wages.

Minimum.

Section 1. The minimum wage for each division shall be as follows:

	Cents per hour
1. Lead mining division	35
2. Lead smelting and refining division	35
3. Lead pigments division	35
4. Metallic lead products division	35
5. Metallic foil products division	35

unless the hourly rate for the same class of work on July 15, 1929 was less than thirty-five cents (35¢) per hour, in which latter case, not to be less than the hourly rate of July 15, 1929, and in no event less than thirty cents (30¢) per hour; except for cleaners and watchmen, whose minimum wage shall be at the rate of thirty cents (30¢) per hour, but in no case shall the number of cleaners and watchmen in the above classes exceed five per cent (5%) of the total number of employees.

5191 Piecework Compensation—Minimum Wages.

Section 2. This article established a minimum rate of pay which shall apply, irrespective of whether an employee is actually compensated on a time rate, piece-work, or other basis.

Handicapped Persons.

Section 3. A person whose earning capacity is limited because of age or physical or mental handicap may be employed on light work at a wage below the minimum established by this Code if the employer obtains from the State authority designated by the United States Department of Labor a certificate authorizing his employment at such wages and for such hours as shall be stated in the certificate. Each employer shall file, with the Code Authority a list of all such persons employed by him.

Article V.

General Labor Provisions.

Child Labor.

Section 1. On and after the effective date, no person under eighteen (18) years of age shall be employed in the lead industry except in clerical, office, sales, service, technical and engineering departments, or as outside labor, and no person under sixteen (16) years of age shall be employed in any capacity.

Provisions from the Act.

Section 2. In compliance with section 7 (a) of the Act, it is provided:

(a) That employees shall have the right to organize and bargain collectively through representatives of their own choosing, and shall be free from the interference, restraint, or coercion of employers of labor, or their agents, in the

designation of such representatives or in self-organization or in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.

(b) That no employee and no one seeking employment shall be required as a condition of employment to join any company union or to refrain from joining, organizing, or assisting a labor organization of his own choosing, and

(c) That employers shall comply with the maximum hours of labor, minimum rates of pay, and other conditions of employment approved or prescribed by the President.

5192 Reclassification of Employees.

Section 3. No employer shall reclassify employees or duties of occupations performed or engage in any other subterfuge for the purpose of defeating the purposes or provisions of the Act or of this Code.

Standard for Safety and Health.

Section 4. Every employer shall make reasonable provision for the safety and health of his employees at the place and during the hours of their employment.

State Laws.

Section 5. No provision in this Code shall supersede any State or Federal Law which imposes on employers more stringent requirements as to age of employees, wages, hours of work, or as to safety, health, sanitary or general working conditions, or insurance, or fire protection, than are imposed by this Code.

Posting.

Section 6. All employers shall post complete copies of this Code in conspicuous places accessible to employees.

Article VI.

Organization, Powers and Duties of the Code Authority—Organization and Constitution.

Section 1. Lead Industries Association is hereby designated the agency for administering, supervising, and promoting the performance of the provisions of this Code by the members of the lead industries. The Association shall be divided into five divisions as defined in Article II. Each division is to function as a separate unit, and shall be self-governing, and may draft a Supplementary Code of fair competition not inconsistent with this agreement.

Section 2. The Executive Committee, together with each division chairman, the Secretary of the Lead Industries Association, and such representatives of the Administrator as he may care to appoint, are designated as code authority to cooperate with the Administrator, without cost to the industry, in the administering of this code with respect to the several divisions.

5193 Section 3. The Lead Industries Association shall

(a) impose no inequitable restrictions on membership and

(b) submit to the Administrator true copies of its articles of association, by-laws, regulations, and any amendments when made thereto, together with such other information as to membership, organization, and activities as the Administrator may deem necessary to effectuate the purposes of the Act.

Section 4. In order that the Code Authority shall at all times be truly representative of the industry and in other respects comply with the provisions of the Act, the Administrator may prescribe such hearings as he may deem proper; and thereafter if he shall find that the Code Authority is not truly representative or does not in other respects comply with the provisions of the Act, may require an appropriate modification in the method of selection of the Code Authority.

Section 5. Members of the industry shall be entitled to participate in and share the benefits of the activities of the Code Authority and to participate in the selection of the members thereof by assenting to and complying with the requirements of this Code and sustaining their reasonable share of the expenses of its administration. Such reasonable share of the expenses of administration shall be determined by the Code Authority, subject to review by the Administrator, on the basis of volume of business and/or such other factors as may be deemed equitable.

Section 6. Nothing contained in this Code shall constitute the members of the Code Authority partners for any purpose. Nor shall any member of the Code Authority be liable in any manner to anyone for any act of any other member, officer, agent, or employee of the Code Authority. Nor shall any member of the Code Authority, exercising reasonable diligence in the conduct of his duties hereunder, be liable to anyone for any action or omission to act under this Code, except for his own willful misfeasance or non-feasance.

Powers and Duties.

Section 7. The Code Authority shall have the following further powers and duties, the exercise of which shall be reported to the Administrator and shall be subject to his right, on review, to disapprove any action taken by the Code Authority.

(a) To insure the execution of the provisions of this Code and provide for the compliance of the industry with the provisions of the Act.

5194 (b) To adopt by-laws and rules and regulations for its procedure and for the administration and enforcement of the Code.

(c) To obtain from members of the industry such information and reports as are required for the Administration of the Code and to provide for submission by members of such information and reports as the Administrator may deem necessary for the purposes recited in Section 3 (a) of the Act, which information and reports shall be submitted by members to such administrative and/or government agencies as the Administrator may designate; provided that nothing in this Code shall relieve any member of the industry of any existing obligations to furnish reports to any Government Agency.

(d) To use such trade associations and other agencies as it deems proper for the carrying out of any of its activities provided for herein, provided that nothing herein shall relieve the Code Authority of its duties or responsibilities under this Code and that such trade associations and agencies shall at all times be subject to and comply with the provisions hereof.

(e) To make recommendations to the Administrator for the coordination of the administration of this Code with such other codes, if any, as may be related to the industry.

(f) To secure from members of the industry an equitable and proportionate payment of the reasonable expenses of maintaining the Code Authority and its activities.

(g) To cooperate with the Administrator in regulating the use of any N. R. A. insignia solely by those members of the industry who have assented to, and are complying with, this Code.

(h) To recommend to the Administrator further fair trade practice provisions to govern members of the industry in their relations with each other or with other industries and to recommend to the Administrator measures

for industrial planning, production control, including stabilization of employment.

Article VII.

Trade Practice Rules for Lead Pigments Division.

Section 1. The following described acts shall be deemed unfair competition for Division 3 (Lead Pigments), and shall constitute a violation of this Code.

(a) Misbranding or misrepresentation of lead pigments.

(b) Making or promising to any purchaser or prospective purchaser of lead pigments, or to any officer, employee, agent or representative of any such purchaser or prospective purchaser, any commission, gratuity, or
5195 other payment or remuneration, directly or indirectly, except in the case of payments made with the consent of the employer for a definite service rendered.

(c) Inducing or in any manner attempting to induce a breach, default or cancellation of a contract between a competitor and his customer during the term of such contract.

(d) Guaranteeing for a definite time the life and/or service of lead pigments.

(e) Making false or derogatory statements with respect to the prices, policies, products, practices, business or credit of any competitor.

(f) Exchanging the products of a member for those of another.

(g) No merchandise shall be sold at a concession in price, or used as an inducement, to influence the sale of any lead products, nor shall any concession be given in the price or terms of sale of a lead product to influence the sale of any other merchandise.

Returned Goods.

Section 2. No member of the Code shall accept the return of merchandise without first giving consent for its return. On such goods as are accepted for return, a reasonable charge shall be made and freight charges must be prepaid by the shipper returning the merchandise, except in the case of defective products or where in some other way the manufacturer may be responsible.

Price Lists.

Section 3. Each member of the Code shall file with the Secretary within ten (10) days after the effective date of

this Code, his price list, together with terms and conditions of sale. Any change in the said list or terms shall be reported to the Secretary in writing within twenty-four (24) hours after the effective date of such change. After December 31, 1933, any member making a sale or quotation at variance with his price list or terms on file at the time said sale or quotation is made, shall notify the Secretary concerning the variation by letter, mailed within twenty-four (24) hours. The information, as reported, shall be reissued to the members at such time, and in such manner as may be determined by them.

Uniform Bases for Sale.

Section 4. Uniform bases for sale specifically designed for use in selling Dry White Lead and Lead Oxides shall be developed as soon as practicable, and thereafter used by all members after said bases shall have been adopted by a two-thirds vote of members manufacturing the 5196 products to which the uniform bases for sale apply, and after the uniform bases for sale have received the approval of the Administrator. From time to time, changes in the uniform bases for sale may be made by a two-thirds vote of members manufacturing such products, subject to the approval of the Administrator. All sales shall conform to the conditions set forth in the uniform bases for sale.

Article VIII.

Export Trade.

Section 1. No provision of this Code relating to prices or terms of selling, shipping or marketing, shall apply to export trade or sales or shipments for export trade.

Section 2. Subject to the approval of the Code Authority, the exceptions established by this section shall apply also to sales or shipments of materials actually used in manufacture for export trade.

A provision may be introduced into the administrative section of the Code providing that questions relating to production for export and sale for export, not enumerated in the above section, may be submitted by any member of the industry to the consideration of the Code Authority, and that its decision thereon shall be submitted to the Administrator and shall not be effective unless and until approved by him.

Article IX.

Cancellation or Modification.

This Code shall be subject to the provisions of Section 10(b) of the Act, as follows:

"The President may, from time to time, cancel or modify any order, approval, license, rule or regulation issued under this title; and each agreement, code of fair competition, or license, approved, prescribed, or issued under this title, shall contain an express provision to that effect."

Article X.

Monopolies.

(a) This Code is not designed to promote monopolies and shall not be availed of for that purpose.

(b) The provisions of this Code shall not be so interpreted or administered as to eliminate or oppress small enterprises or to discriminate against them.

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Article XI.

Additions or Amendments.

Additions or amendments to this Code, or supplemental codes affecting or pertaining to the several divisions of the Lead Industries shall be initiated by the Division affected or interested and then may be submitted to the Executive Committee of the Lead Industries Association, and, upon approval by the Committee, after two weeks notice to the members, may be submitted to the Administrator of the National Industrial Recovery Act and will become a part of this Code and have the same force and effect as any other provision of this Code when approved by the Administrator.

Article XII.

Reports.

To inform the President as to the observance of the provisions of this Code by its subscribers and as to the steps the lead industries are taking to effectuate the declared policy of the National Industrial Recovery Act, each person engaged in the industry shall provide certified statements at the end of each period referring to under Article VI to the effect that the employer has complied with the

maximum hours and minimum rates of wages prescribed herein.

Article XIII.

Fees.

The Lead Industries Association having been constituted the agency to administer this Code, all persons in the lead industry covered by this Code, shall pay an equitable pro-rata share of the expenses of administration of said Association, as assessed by the Executive Committee.

Article XIV.

Constitutional Rights.

Nothing contained in this Code shall be construed to be a waiver of constitutional rights by any of those assenting hereto.

Article XV.

Modification.

By presenting this Code, those assenting hereto do not thereby consent to any modification thereof.

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Article XVI.

Termination.

This Code and all Supplementary Provisions thereto shall expire on June 30, 1934, or on the earliest date prior thereto on which the President shall by proclamation, or the Congress shall by Joint Resolution, declare that the emergency recognized by Title I of the Act has ended; provided, that in the absence of such proclamation or declaration, the Executive Committee may prescribe that the Code and any or all Supplementary Provisions thereto may be continued in effect beyond June 30, 1934 but not later than June 16, 1935.

Article XVII.

Effective Date.

This Code shall be in effect beginning the second Monday after its approved by the President.

5237 RESPONDENT'S EXHIBIT NO. 85.

Executive Committee Meeting.

New York, N. Y. February 6, 1934.

A meeting of the Executive Committee of the Lead Industries Association was held on Tuesday, February 6, 1934, at 2:00 P. M., in the Board Room of the National Lead Company, 111 Broadway, New York, N. Y.

Present	Representing
R. M. Roosevelt, Chairman	Eagle-Picher Lead Company
	American Metal Co., Ltd.
Heath Steele	American Smelting & Refining Co.
H. Y. Walker	Federated Metals Corp.
E. L. Newhouse, Jr.	National Lead Company
W. C. Beschorman	National Lead Company
F. M. Carter	Reynolds Metals Co.
R. G. McKay	St. Joseph Lead Co.
Andrew Fletcher	St. Joseph Lead Co.
I. H. Cornell	United Metals Selling Co.
J. A. McCarthy	United States Smelting Refining & Mining Co., Inc.
F. S. Mulock	

F. E. Wormser, Secretary

Vice President R. M. Roosevelt presided.

The Chairman stated that in order to provide a status in the Lead Industries Association for members not eligible under the change made by the Board of Directors on January 19, in membership qualifications, it would be desirable to modify the provision passed by the Board on January 19, establishing associate memberships. Accordingly, the following resolution was proposed:

Any individual, company, firm or corporation or other form of enterprise, producing or using lead or lead products, which is ineligible, under the terms of this Article, for full membership, is eligible for associate membership. Associate members shall have all the rights and privileges of other members except the right to vote.

as a substitute for the following:

Any individual, company, firm or corporation using lead products, or manufacturing lead products not otherwise specified in this Article, is eligible for associate membership.

Associate members shall have all the rights and privileges of other members except the right to vote.

5238 Motion carried.

The Chairman stated that an invitation had been received from Mr. Cleveland Dodge, to meet with the copper labor committee at the offices of the Phelps Dodge Corporation, on February 7, to confer on common code matters, an invitation extended also to the American Zinc Institute.

It was moved and seconded that a Committee be appointed to confer with the labor committee of the Copper Companies, with a view to presenting a united front on code labor matters.

Motion was lost.

The Secretary was requested to read the telegrams he had received from the Utah and Idaho mining companies, favoring proceeding with the adoption of the Lead Code without reference to the copper and zinc codes.

Without objection, and as a courtesy to the Copper Code Labor Committee, the Chairman appointed the Secretary as a representative of the Lead Industries Association, to explain the status of the Lead Code.

The new draft of the Code, dated February 6, was then read so far as all changes made from the previous draft of January 27 were concerned. All the changes made were approved by the Committee with Mr. McCarthy voting "No" on the changes in Article IV, Wages and Article VI, Code Authority, Section 6 (a), and Article XII, Modification, Section 2.

Mr. Steele did not vote.

In view of the common interest of copper, lead and zinc in the new Article XI "Application of the Code to Operations Wherein Other Metals are Produced", the Chairman appointed Messrs. Walker, McCarthy and the Secretary to confer with the copper interests, from whose proposed code the article had been lifted.

It was then regularly moved and seconded that the entire code, with the exception of Article XI, as represented by the draft of February 6, be approved.

Unanimously carried.

The National Recovery Administration, having requested a resolution from the Lead Industries Association, author-

izing the presentation of its Code, the following resolution was presented and carried:

5239 Resolved That the submission to the National Recovery Administration of the Proposed Code of Fair Competition for the Lead Industries by the Secretary on August 1, 1933, as authorized in the Minutes of the Executive Committee Meeting in New York City on July 28, 1933, and the successive submission of revised drafts of said Code, dated November 25, 1933 and December 8, 1933 respectively, together with the submission of the draft of said Code dated December 13, 1933, for presentation at a public hearing, together with the post-hearing revised drafts of January 6 and February 6, 1934, be hereby approved and

Be It Further Resolved That the President, or Vice President, or the Secretary of this Association be and they are hereby authorized to treat with the Administration in the conduct of the negotiations with the National Recovery Administration and to finally approve the Code of Fair Competition for the Lead Industries, as written in draft of February 6, 1934.

Meeting adjourned at 5:00 P. M.

F. E. Wormser,
Secretary.

5240 Code "H" January 27, 1934.

Code of Fair Competition for the Lead Industries.

Article I.

Purposes.

To effectuate the policies of Title I of the National Industrial Recovery Act, this Code is submitted as a Code of Fair Competition for the Lead Industries and upon approval by the President, its provisions shall be the standards of fair competition for such Industry and shall be binding upon every member thereof.

Article II.

Definitions.

Wherever used in this code, or any supplement appertaining thereto, the terms enumerated in this Article shall have the meanings herein defined unless the context shall otherwise clearly indicate.

Section 1. The terms "President," "Act," and "Administrator" shall mean respectively the President of the

United States, the National Industrial Recovery Act, and the Administrator of Title I of said Act.

Section 2. The term "Member of Industry" includes all those engaged in the industry either as an employer or on his or its own behalf.

Section 3. The term "Employee" means and includes anyone engaged in the industry in any capacity receiving compensation for his services, irrespective of the nature or method of payment of such compensation, except a member of the industry.

Section 4. The term "Employer" means and includes anyone by whom any such employee is compensated or employed.

Section 5. The term "Apprentice" as used herein means an individual (usually a minor), bound by indenture executed in compliance with the laws of the State where the service provided for therein is to be performed to serve an employer for a term of years at a predetermined wage for the period of the indenture in order to learn a trade, art or profession.

Section 6. The term "Industry" as used herein includes the mining of lead ore and/or the concentrating thereof, the smelting of lead ore and/or lead concentrates and/or lead bearing scrap, the refining of lead and/or lead bearing scrap and/or drosses, the manufacturing of pig lead, antimonial pig lead, lead pigments, metallic antimony, metallic lead products, allied products defined hereinafter as "metallic lead products" and/or "Metallic foil products", and the original sale of such products by the member of industry producing or manufacturing the same either directly or indirectly through subsidiary and/or affiliated companies.

5241 (a) "Lead Ore and Lead Concentrates" as used herein is defined to mean ore and the concentrates thereof, containing lead as the principal commercially recoverable constituent.

(b) "Lead Mining", as used herein is defined to mean the mining and concentrating of lead ore and any further beneficiation thereto prior to the shipment to the smelter.

(c) "Lead Smelting and Refining" as used herein is defined to mean metallurgical and/or chemical treatment of lead ore, lead concentrates, lead bearing scrap, and/or drosses and/or any other lead bearing material into "Pig Lead", and/or "Antimonial Pig Lead."

(d) "Antimonial Pig Lead"—Inasmuch as antimony is

a common constituent of most lead ores and a by-product of Lead Mining and Smelting and Refining—metallic antimony and antimonial alloy products (antimonial pig lead) shall be included within the provisions of this Code.

(e) "Lead Pigments" as used herein is defined to mean basic carbonate white lead (dry or in oil), basic lead sulphate (dry or in oil), litharge, red lead (dry or in oil), orange mineral or any other lead oxides, with or without metallic lead content.

(f) "Metallic Lead Products" as used herein is defined to mean extruded, rolled, cast or otherwise fabricated lead or lead alloy products (except storage battery plates and lead covered cable), kindred products of metallic tin and tin alloy or other metal or metal alloy products, which are produced by members of industry on the same type of machinery and under similar labor and fabricating conditions.

(g) "Metallic Foil Products" as used herein is defined to mean lead and/or tin and/or zinc or their alloys or combinations thereof rolled to a thickness of .006 of an inch or less, whether attached or affixed to other materials or not.

Section 7. The term "Division" as used herein includes respectively the several parts of the industry as enumerated below:

1. Lead mining division
2. Lead smelting and refining division
3. Lead pigments division
4. Metallic lead products division
5. Metallic foil products division

and such other and further divisions as may hereafter be created pursuant to the provisions of this Code.

Section 8. The term "Association" as used herein includes the "Lead Industries Association," an unincorporated membership society organized under the laws of the State of New York and having its principal office at 420 Lexington Avenue, New York City, and such other trade association as may hereafter participate in the activities under this code or in the selection of the code authority.

5242 Section 9. The term "Executive Committee" as used herein shall mean the Executive Committee of the Lead Industries Association.

Section 10. The term "Secretary" as used herein shall mean the Secretary of the Code Authority, who also shall be the Secretary of the Lead Industries Association.

Section 11. The term "Southern District" as used herein shall include the States of Texas, Mississippi, Alabama, Louisiana, and Florida.

Article III.

Hours of Labor.

Maximum Hours—Section 1.

Effective on and after the second Monday following the effective date of this Code, no employee shall be permitted to work in any division of the industry in excess of 40 hours in any one week or in excess of 8 hours in any 24 hour period except as herein otherwise provided.

Hours for Clerical and Office Employees—Section 2.

No person employed in clerical or office work shall be permitted to work in excess of 40 hours in any one week, except that during any one week in a one month period such employee shall be permitted to work a maximum of 48 hours in any such week. A normal day shall not exceed 8 hours.

Exceptions as to Hours—Section 3.

The limitation as to hours of labor as specified in Sections 1, 2 and 4 of this Article III shall not apply to the following:

(a) To employees engaged in emergency maintenance, or emergency repair work, involving breakdown or protection of life or property; provided that in such special cases not less than one and one-half times the normal wage rate for any employee so employed shall be paid for all hours worked in excess of 40 hours in any one week; provided that this overtime provision shall not apply in case of catastrophies involving loss of life. Such special cases, however, shall be reported to the Code Authority.

(b) Nor in the case of the Mining Division shall it apply to hoist men, power house men, or pump men, provided the total working hours of such employees shall not exceed 48 hours in any one week.

(c) Nor to outside sales or sales service men, nor to persons in a managerial, executive or supervisory capacity, who receive more than $35.00 per week.

(d) Watchmen, according to the nature of their responsibilities, may be permitted to work either 84 hours in any two-week period, or 48 hours in any one-week period, pro-

vided that such employees shall have at least one day's rest in each seven day period.

5243 (e) There may be a tolerance of 10% additional hours over the 40 hours in any one week for employees engaged in the preparation, care and maintenance of machinery and production facilities, stock and shipping clerks and truck men engaged in outside delivery and pick-up service; provided, however, that at least one and one half times the normal wage rate for any employee so employed shall be paid for all hours worked in excess of 40 hours in any one week.

(f) The limitation as to maximum hours of work shall not apply to very special cases where restriction of hours of labor of skilled workers in continuous processes would unavoidably reduce or interrupt production because of demands inherent and peculiar within the process itself, provided, however, that such employees in such special cases shall not work more than forty-eight (48) hours in any one week, and provided that in such special cases at least one and one half times the normal wage rate shall be paid to any employee so employed, for hours worked above 40 hours per week. Such special cases, however, shall be reported to the Code Authority. Such special cases do not apply where one employee is acting in temporary relief for a fellow employee in continuous processes.

(g) During any period in which a concentrated demand upon any division of the industry, except mining, shall place an unusual and temporary burden for production work upon its facilities or to meet seasonal peak requirements or emergencies, an employee of any such division may be permitted to work not more than forty-eight (48) hours per week and not more than eight (8) hours in any one day in not more than eight (8) weeks in the first or last six (6) months of any calendar year.

Standard Week—Section 4.

No employee shall be permitted to work more than six days in any seven day period.

Employment by Several Employers—Section 5.

No employer shall knowingly permit any employee to work for any time which when totalled with that already performed with another employer or employers in this industry exceeds the maximum permitted herein.

Article IV.

Wages.

Minimum—Section 1.

The minimum wage for each division of this industry shall be as follows:

		Cents per Hour
1.	Lead mining division	40
2.	Lead smelting and refining division	35
3.	Lead pigments division	40
4.	Metallic lead products division	35
5.	Metallic foil products division	35

5244 provided that, as to the Smelting and Refining Division, in the Southern District, the minimum hourly rate shall be 30¢ per hour. Provided, however, that minimum wages in effect on July 1, 1933, which were above the minimum specified, shall in no case be reduced.

The minimum rates provided for hereinabove shall be considered as hiring rates applying to totally unskilled labor or common labor above ground in the Mining Division and totally unskilled labor or common labor in the other divisions of the industry. In the Mining Division, the minimum hiring rate for underground common labor shall be not less than 45¢ per hour. Other classes of labor shall be compensated at rates above such minimums.

Clerical and Office Employees—Section 2.

No accounting, clerical, office, sales, or service employees working on a weekly basis in any office shall be paid less than at the rate of $15.00 per week; provided, however, that office boys and girls and messengers shall be paid at a rate not less than 80% of the minimum hereinabove specified, and provided further that the number of such boys and girls and messengers so paid shall constitute not more than 5% of the total number of such employees of any one office of any one employer, but in any case such employer shall be entitled to one such employee.

Piecework Compensation-Minimum Wages—Section 3.

This article establishes a minimum rate of pay which shall apply, irrespective of whether an employee is actually compensated on a time rate, piecework, or other basis.

Female Employees—Section 4.

Female employees performing substantially the same work as male employees shall receive the same rate of pay as male employees.

Wages Above Minimum—Section 5.

If an equitable adjustment of wages above the minimum fixed in this Code has not been made since July 1, 1933, there shall then be an equitable adjustment made within 60 days from date of the approval of this Code. Such equitable adjustment shall mean that the differentials existing prior to the formulation of this Code shall be maintained for employees other than persons engaged in managerial, executive or supervisory capacity who receive more than $35.00 per week, provided, however, that in no event shall hourly rates of pay be reduced. If such equitable adjustment has not been made, the Code Authority shall submit for the approval of the Administrator a proposal for adjustment of wages above the minimum. Upon the approval by the Administrator, after such hearing as he may prescribe, such adjustments shall become effective.

5245 Handicapped Persons—Section 6.

A person whose earning capacity is limited because of age or physical or mental handicap may be employed on light work at a wage below the minimum established by this Code if the employer obtains from the State Authority designated by the United States Department of Labor a certificate authorizing his employment as such wages and for such hours as shall be stated in the certificate; such authority shall be guided by the instructions of the U. S. Department of Labor in issuing such certificates; each employer shall file with the Code Authority a list of all such persons employed by him.

Apprentices—Section 7.

The use of apprentices shall be permitted where they are apprenticed to an employer by an indenture made pursuant to the laws of the state in which such service is to be performed, under any apprentice system established and maintained by such employer, provided such indenture agreements are filed with the Code Authority. Employers shall not be allowed to have apprentices in number exceeding 5% of the total number of skilled craftsmen of their special class, except that each employer shall

be entitled to employ at least one such employee and in no case shall they be paid less than the minimum wage provided in Section 1 of Article IV.

Payments—Section 8.

An employer shall make payment of all wages due in lawful currency or by negotiable check therefor, payable on demand. These wages shall be exempt from any payments for pensions, insurance or sick benefits other than those voluntarily paid by the wage earners or required by the State laws. Wages shall be paid at least semi-monthly and salaries at least at the end of every month. No employer shall withhold wages.

Article V.

General Labor Provisions.

Child Labor—Section 1.

On and after the effective date, no person under 18 years of age shall be employed in the Lead Industry except in clerical, office, sale, service, technical and engineering department, and no person under 16 years of age shall be employed in any capacity.

Provisions From the Act—Section 2.

(a) Employees shall have the right to organize and bargain collectively through representatives of their own choosing, and shall be free from the interference, restraint, or coercion of employers of labor, or their agents, in the designation of such representatives or in self-organization or in other concerted activities for the purpurpose of collective bargaining or other mutual aid or protection.

5246 (b) No employee and no one seeking employment shall be required as a condition of employment to join any company union or to refrain from joining, organizing, or assisting a labor organization of his own choosing, and

(c) Employers shall comply with the maximum hours of labor, minimum rates of pay, and other conditions of employment approved or prescribed by the President.

Reclassification of Employees—Section 3.

No employer shall reclassify employees or duties of occupations performed or engage in any other subterfuge

for the purpose of defeating the purposes or provisions of the Act or of this Code.

Standards for Safety and Health—Section 4.

Every employer shall make reasonable provision for the safety and health of his employees at the place and during the hours of their employment. Standards of safety and health for each division of the industry shall be submitted to the Administrator within six (6) months after approval of the Code.

State Laws—Section 5.

No provision in this Code shall supersede any State or Federal Law which imposes on employers more stringent requirements as to age of employees, wages, hours of work, or as to safety, health, sanitary or general working conditions, or insurance or fire protection, than are imposed by this Code.

Posting—Section 6.

All employers shall keep posted complete copies of this Code and all amendments thereto in conspicuous places accessible to employees.

Company Town and Stores—Section 7.

Employees other than maintenance or supervisory men, or those necessary to protect property, shall not be required as a condition of employment, to live in homes rented from the employer. No employee shall be required as a condition of employment, to trade at the store owned or specified by an employer.

Labor Agreements—Section 8.

Labor agreements now in force between members of the Industry and their employees shall be affected only by such provisions in this Code as may prescribe higher wages and shorter hours than are provided for in such agreements.

Dismissal for Complaint—Section 9.

No employee shall be dismissed by reason of making a complaint or giving evidence with respect to a violation of a code.

5247 Article VI.

Organization, Powers and Duties of the Code Authority.

Organization and Constitution—Section 1.

A Code Authority to administer this Code is hereby established and shall consist of the members of the Executive Committee of the Lead Industries Association, the Secretary of said Association, and such division chairmen who have respectively been elected to such office by such divisions in an equitable manner, approved by the Administrator, so as to be truly representative of such divisions respectively, and who are not members of the Executive Committee; in addition to membership as provided there may be one to three members, without vote and without expense to the industry, to be appointed by the Administrator to serve for terms of six or twelve months from the date of appointment. On the effective date of this Code the voting members of the Code Authority shall consist of eleven members but such number is subject to variation due to the contents of the foregoing provision. It is contemplated that supplementary codes of fair competition not inconsistent with this Basic Code will be adopted for each division of the industry. When and if such supplementary codes are submitted and approved they shall contain provisions for a sub-code authority selected in an equitable manner so as to be truly representative of such division of the industry subject to the approval of the Administrator, to administer the provisions of this Basic Code and the provisions of such supplementary code, and in addition this Basic Code Authority may delegate such of its powers and duties as it deems necessary to such division code authority of such supplementary code, provided, however, that any interested party shall have a right of appeal from any act or decision of such sub-code authority to the code authority of this Basic Code.

Section 2. Each trade or industrial association directly or indirectly participating in the selection or activities of the Code Authority shall (1) impose no inequitable restrictions on membership and (2) submit to the Administrator true copies of its Articles of Association, By-Laws, Regulations and any amendments when made thereto, together with such other information as to membership, organization and activities as the Administrator may deem necessary to effectuate the purposes of the Act.

Section 3. In order that the Code Authority shall at all times be truly representative of the industry and in other respects comply with the provisions of the Act, the Administrator may prescribe such hearings as he may deem proper; and thereafter if he shall find that any basic Code Authority or Sub-Code Authority is not truly representative or does not in other respects comply with the provisions of the Act, may require an appropriate modification in the method of selection of such Code Authority.

Section 4. Members of the Industry shall be entitled to participate in and share the benefits of the activities of the Code Authority and to participate in the selection of the members thereof by assenting to and complying with the requirements of this Code and sustaining their reasonable share of the expenses of its administration. Such reasonable share of the expenses of administration shall be determined by the Code Authority, subject to review by the Administrator, on the basis of volume of business and/or such other factors as may be deemed equitable.

5248 Section 5. Nothing contained in this Code shall constitute the members of the Code Authority partners for any purpose. Nor shall any member of the Code Authority be liable in any manner to anyone for any act of any other member, officer, agent or employee of the Code Authority. Nor shall any member of the Code Authority exercising reasonable diligence in the conduct of his duties hereunder, be liable to anyone for any action or omission to act under this Code, except for his own wilful misfeasance or non-feasance.

Powers and Duties—Section 6.

The Code Authority shall have the following further powers and duties, the exercise of which shall be reported to the Administrator and shall be subject to his right, on review, to disapprove or modify, after such hearing as he may prescribe, any action taken by the Code Authority. Subsequently if the Administrator shall determine that any action of a Code Authority or any agency thereof is unfair or unjust or contrary to the public interest, the Administrator may require that such action be suspended for a period of not to exceed thirty (30) days to afford an opportunity for investigation of the merits of such action, and further consideration by such code authority

or agency pending final action, which shall be taken only upon approval by the Administrator.

(a) To insure the execution of the provisions of this Code and to provide for the compliance of the industry with the provisions of the Act. To receive complaints of violations of this Code and disputes arising thereunder, except as otherwise hereinafter provided for in subdivision (h) of this section, make investigations thereof, provide hearings thereon, adjust such complaints and make such decisions as are necessary thereon and to interpret the provisions of the Code and to bring violations of this Code to the attention of the Administrator for prosecution, recommendation and other action.

(b) To adopt by-laws and rules and regulations for its procedure and for the administration and enforcement of the Code.

(c) To obtain from members of the industry such information and reports as are required for the administration of the Code and to provide for submission by members of such information and reports as the Administrator may deem necessary for the purposes recited in Section 3 (a) of the Act, which information and reports will be submitted by members to such administrative and/or government agencies as the Administrator may designate; provided that nothing in this Code shall relieve any member of the industry of any existing obligations to furnish reports to any Government agency. No individual reports submitted to the Administrator and/or such Government agencies as the Administrator may designate, shall be disclosed to any other member of the industry or any other party except to such Government agencies as may be directed by the Administrator.

(d) To use such trade associations and other agencies as it deems proper for the carrying out of any of its activities provided for herein, provided that nothing herein shall relieve the Code Authority of its duties or responsibilities under this Code and that such trade associations and agencies shall at all times be subject to and comply with the provisions hereof.

5249 (e) To make recommendations to the Administrator for the coordination of the administration of this Code with such other codes, if any, as may be related to the industry.

(f) To cooperate with the Administrator in regulating

the use of any N. R. A. insignia solely by those members of the industry who have assented to, and are complying with, this Code.

(g) To call meetings of any division of the Lead Industries to consider control of production through voluntary agreement, and to recommend to the Administrator such measures as have been voluntarily agreed upon covering fair trade practices, industrial planning, and production control, including stabilization of employment and conservation of natural resources.

(h) Within ninety days after the effective date of this Code the Code Authority shall submit to the Administrator for his approval a plan for the establishment of a National Industrial Relations Board for the industry, consisting of an equal number of representatives of employers and employees. Provision shall be made in such plan for division of the country into districts and the creation of regional industrial relations board to comprise an equal number of representatives of employers and employees truly representative of such districts. The creation and functioning of these boards, including the selection of representatives of employees, shall be in accordance with Section 7 of the Act. Provision shall also be made for the appointment of an impartial person on each board, national and regional, to vote only where such board is unable to render a majority decision. This plan shall provide that the regional boards shall have the authority to hear and adjudicate all complaints and disputes arising out of Articles III, IV and V of the Code, and the National Industrial Relations Board shall pass on all appeals from the regional boards solely on the basis of the record as certified by the Regional Boards to the National Industrial Relations Board. Before any such plan is approved, it shall be submitted to the Labor Advisory Board of the National Recovery Administration for their consideration and recommendations. The Administrator shall have the right, after such notice and hearing as he may specify, to review, disapprove or modify such plan and the plan shall become effective as a part of this Code when and as approved by him.

Article VII.

General Trade Practice Provisions.

The Code Authority shall take all steps necessary to prevent any member of the industry engaging in any unfair

trade practice; however, due to the nature of the industry, unfair trade practices have not constituted a problem in the past except as to certain divisions of the industry. Therefore, in Articles VII, IX and X hereof, there are established trade practice rules for the Lead Pigments Division, Metallic Lead Products Division and Metallic Foil Products Division respectively, and it is contemplated that trade practice rules applicable to the industry as a whole and separate rules for other divisions of the industry will later be established by amendment as hereinafter provided.

5250 Article VIII.

Trade Practice Rules for Lead Pigments Division.

Section 1. The following described acts shall be deemed unfair competition for Division 3 (Lead Pigments), and shall constitute a violation of this Code:

(a) Misbranding or misrepresentation of lead pigments.

(b) No member of the industry shall give, permit to be given, or directly offer to give, anything of value for the purpose of influencing or rewarding the action of any employee, agent, or representative of another in relation to the business of the employer of such employee, the principal of such agent or the represented party, without the knowledge of such employer, principal or party. This commercial bribery provision shall not be construed to prohibit free and general distribution of articles commonly used for advertising, except, so far as such articles are actually used for commercial bribery as herein above defined.

(c) Inducing or in any manner attempting to induce a breach, default or cancellation of a contract between a competitor and his customer during the term of such contract.

(d) Guaranteeing for a definite time the life and/or service of lead pigments.

(e) Making false or derogatory statements with respect to the prices, policies, products, practices, business or credit of any competitor.

(f) No merchandise shall be sold at a concession, or used as an inducement, to influence the sale of any lead products, nor shall any concession be given in the price or terms of sale of a lead product to influence the sale of any other merchandise.

Returned Goods—Section 2.

No member of the industry shall permit the return of merchandise without first giving consent for its return. On such goods as are accepted for return, a reasonable charge shall be made and freight charges must be prepaid by the shipper returning the merchandise, except in the case of defective products or where in some other way, the manufacturer may be responsible.

Price Schedules—Section 3.

Each member of the industry engaged in the manufacture and sale of lead pigments shall file with the Secretary within ten (10) days after the effective date of this Code, a list of the prices at which his products will be sold and a memorandum of any of his conditions of sale at variance with those set forth in Schedule "A" attached. Any change in prices or conditions of sale shall be reported to the Secretary in such manner as to reach his office 5251 within twenty-four (24) hours after the effective date of such change. Any member making a sale or quotation, which does not conform to the bases he then has on file, shall notify the Secretary in detail by letter mailed within twenty-four (24) hours. The information supplied the Secretary shall be re-issued immediately to the reporting members.

Reports—Section 4.

Each member of the Lead Pigments Industry, as defined in Article II, shall submit promptly to the Secretary the following periodic reports for compilation and re-issuance in such manner as may be determined by the Division.

(a) Monthly reports of total production.

(b) Stocks on hand of finished merchandise at the beginning of each month.

(c) Monthly reports of total shipments.

Article IX.

Trade Practice Rules for Metallic Lead Products Division.

Section 1. The following described acts shall be deemed unfair competition for Division 4 (Metallic Lead Products), and shall constitute a violation of this Code.

(a) No member of the Industry shall give, permit to be given, or directly offer to give, anything of value for

the purpose of influencing or rewarding the action of any employee, agent or representative of another in relation to the business of the employer of such employee, the principal of such agent or the represented party, without the knowledge of such employer, principal or party. This commercial bribery provision shall not be construed to prohibit free and general distribution of articles commonly used for advertising, except so far as such articles are actually used for commercial bribery as herein above defined.

(b) Giving excessive entertainment or making allowance for sales promotion and advertising in excess of actual amount expended.

(c) Misbranding or misrepresenting the percentage or quality of various metals in any products.

(d) Giving of secret rebates or refunds of any kind.

(e) Accepting orders guaranteed against a decline in price.

(f) Making false or derogatory statements with respect to competitors' prices, policies, products, practices, business or credit.

(g) Giving any other product at a concession in price or giving it away free, in order to influence the sale of any lead product.

(h) Changing prices after the award of a contract.

(i) Contracting for unspecified quantities at a fixed price or giving options at fixed prices for unspecified quantities.

5252 (j) Inducing or in any manner attempting to induce a breach, default or cancellation of a contract between a competitor and his customer during the term of such contract.

(k) Taking back obsolete or damaged material at any value other than its value as secondary material.

(l) To cancel any undelivered portion of a contract for the purpose of effectuating a new contract with the buyer.

Section 2. The following unfair trade practices apply to the Type Metal Business only:

(a) Attaching drum tags to competitors' dross drums without receiving authority to do so from the prospect or customer.

(b) Failing to return competitors' drums to their owner within a period not exceeding thirty days from time of their receipt.

Article X.

Trade Practice Rules for Metallic Foil Products Division.

Section 1. The following described acts shall be deemed unfair competition for Division 5 (Metallic Foil Products) and shall constitute a violation of this Code:

(a) No member of the Division shall publish untruthful advertising nor shall any member in any way misrepresent any goods or credit terms.

(b) No member of the Division shall knowingly withhold from or insert in any quotation or invoice any statement that makes it inaccurate in any particular.

(c) No member of the Division shall secretly offer to make any payment or allowance of a rebate, refund, commission, credit, unearned discount or excess allowance, whether in the form of money or otherwise.

Article XI.

Export Trade.

No provision of this Code relating to prices or terms of selling, shipping or marketing shall apply to export trade or sales or shipments for export trade.

Article XII.

Modification.

Section 1. This Code and all the provisions thereof are expressly made subject to the right of the President, in accordance with the provisions of sub-section (b) of Section 10 of the Act, from time to time to cancel or modify any order, approval, license, rule or regulation issued under said Act.

5253 Section 2. This Code, except as to provisions required by the Act, may be modified on the basis of experience or changes in circumstances, such modifications to be based upon application to the Administrator and such notice and hearing as he shall specify, and to become effective upon the approval of the Administrator.

Section 3. Additions or amendments to this Code, or supplemental Codes affecting or pertaining to the several divisions of the lead industries, may be proposed by any interested party and shall be referred to the Division

affected or interested, which shall pass upon the said proposal in accordance with the rules established for said Division. Should the Division approve of the said proposed amendment or addition to the Code, it shall be then forwarded by the said Division to the Executive Committee of the Lead Industries Association, which shall give two weeks' notice to its members of a hearing. Thereafter, if the proposed addition or amendment is approved by the said Executive Committee by a vote of the entire Committee, with not more than one member dissenting or absent, the proposed addition or amendment shall be submitted to the Administrator and after such notice and hearing as the Administrator may prescribe and when approved by him, such additions or amendments shall become a part of this Code and have the same force and effect as any other provision of this Code. Nothing in this section shall be construed to prevent the right of any interested party to appeal directly to the Administrator for a modification of this Code.

Article XIII.

Monopolies.

No provision of this Code shall be so applied as to permit monopolies or monopolistic practices, or to eliminate, oppress, or discriminate against small enterprises.

Article XIV.

Effective Date.

This Code shall be in effect beginning ten (10) days after its approval by the Administrator.

5254 Schedule "A".

Article I. Standard Conditions for Sale of Lead Oxides.

A. "Sale" or "Order" as used herein includes any transaction whereby a member of the industry makes a quotation on, or becomes obligated to sell and deliver material.

B. Whatever terminology may be used, the intent and meaning thereof shall conform to the following requirements of sale.

(1) Material—Dry Oxides of lead, or mixtures consist-

ing principally thereof, each grade of material to be specifically designated.

(2) Quantity—Any amount as agreed between buyer and seller.

(3) Packages—As agreed between buyer and seller.

(4) Price—

(a) Seller's card or quoted price in effect on date order is received with allowances as follows:

(1) Not more than ½¢ per pound for minimum shipment of 5 tons for one buyer at one time to one destination.

(2) Not more than ¾¢ per pound for minimum shipment of 20 tons for one buyer to one destination by:

(A) Rail in one carload.

(B) Truck within a period of three days.

(b) These allowances may also be applied to emergency shipments of smaller quantities only when seller has an order on hand for five (5) tons or twenty (20) tons for immediate shipment, or such quantity en route to the same destination.

(c) No protection against decline in Seller's price may be given.

(d) Red Lead containing 97 per cent or 98 per cent Pb_3O_4 shall be so marked on the package and shall be sold at ½¢ and ¾¢ per pound, respectively, over Seller's price for grades of lower Pb_3O_4 content.

(5) Delivery—F. O. B. cars Seller's shipping point, or by truck, F. O. B. Buyer's premises.

(6) Transportation Allowance—

(a) Since transportation is included in the Seller's price, the actual freight paid by Buyer shall be allowed as a deduction. No cartage allowance shall be made to Buyer for use of his own truck.

(b) If shipment is made by Buyer's boat, Seller may allow actual amount he would have paid for like transportation at minimum published tariffs in effect on date of shipment.

5255 (7) Shipment—Shall be made at least within thirty (30) days from date order is received.

(8) Terms—Net thirty days, less 1 per cent for cash in ten days from date of shipment.

(9) Taxes—Any tax or other charge imposed by Federal Law upon the production and/or sale and/or shipment of lead oxides shall be added to the price to be paid by the Buyer on any transaction to which such charge is applicable.

5256 Article II. Standard Conditions for Sale of Basic Lead Carbonate (Dry White Lead).

A. "Sale" or "Order" as used herein includes any transaction whereby a member of the industry makes a quotation on or becomes obligated to sell and deliver material.

B. Whatever terminology may be used, the intent and meaning thereof shall conform to the following requirements of sale.

(1) Quantity—Any amount as agreed between buyer and seller.

(2) Period—As desired, to be specified.

(3) Packages—As agreed between buyer and seller.

(4) Price—

(a) Spot Sales—Seller's card or quoted price in effect on date order is received.

(b) Contract Sales—

(1) Seller's price on date contract is made with protection against advance or decline on the undelivered portion to the end of the current calendar quarter.

(2) On contracts extending beyond the current calendar quarter, the price applying to subsequent deliveries shall be seller's price in effect on the first day of the calendar quarter in which they are made, with protection against advance or decline on the undelivered portion to the end of each quarter.

(c) The price for minimum 20 ton lots for one buyer to one destination, shipped by rail in one carload, or delivered by truck within a period of three days, shall be ½¢ per pound less than that charged for smaller quantities.

(d) Emergency shipments may be made at the 20 ton price only to those customers for whom the Seller has a 20 ton order on hand for the same material for immediate shipment or a carload (20 tons) en route to the same destination.

(5) Delivery—F. O. B. cars Seller's shipping point, or by truck, F. O. B. Buyer's premises.

(6) Transportation Allowance—Since transportation is included in the Seller's price, the actual freight paid by the Buyer shall be allowed as deduction. No cartage allowance shall be made to Buyer for use of his own truck.

5257 (7) Shipment—

(a) Spot Sales—Within thirty days from date order is received.

(b) Contract Sales—Within the period covered by the contract.

(8) Terms—Net thirty days, less 1 per cent for cash in ten days from date of shipment.

(9) Taxes—Any tax or other charge imposed by Federal Law upon the production and/or sale and/or shipment of lead oxides shall be added to the price to be paid by the Buyer on any transaction to which such charge is applicable.

5258 Code "I" February 6, 1934.

Code of Fair Competition for the Lead Industries.

Article I.

Purposes.

To effectuate the policies of Title I of the National Industrial Recovery Act, this Code is established as a Code of Fair Competition for the Lead Industries and its provisions shall be the standards of fair competition for such Industry and shall be binding upon every member thereof.

Article II.

Definitions.

Wherever used in this code, or any supplement appertaining thereto, the terms enumerated in this Article shall have the meanings herein defined unless the context shall otherwise clearly indicate.

Section 1. The terms "President", "Act", and "Administrator" shall mean respectively the President of the United States, the National Industrial Recovery Act, and the Administrator of Title I of said Act.

Section 2. The term "Member of Industry" includes all those engaged in the industry either as an employer or on his or its own behalf.

Section 3. The term "Employee" means and includes any one engaged in the industry in any capacity receiving compensation for his services, irrespective of the nature or method of payment of such compensation except a member of the industry.

Section 4. The term "Employer" means and includes anyone by whom any such employee is compensated or employed.

Section 5. The term "Apprentice" as used herein means

an individual (usually a minor), bound by indenture executed in compliance with the laws of the State where the service provided for therein is to be performed to serve an employer for a term of years at a predetermined wage for the period of the indenture in order to learn a trade, art or profession.

Section 6. The term "Industry" as used herein includes the mining of lead ore and/or the concentrating thereof, the smelting of lead ore and/or lead concentrates and/or lead bearing scrap, the refining of lead and/or lead bearing scrap and/or drosses, the manufacturing of pig lead, antimonial pig lead, lead pigments, metallic antimony, metallic lead products, allied products defined hereinafter as "metallic lead products" and/or "metallic foil products," and the original sale of such products by the member of industry producing or manufacturing the same either directly or indirectly through subsidiary and/or affiliated companies.

(a) "Lead Ore and Lead Concentrates" as used herein is defined to mean ore and the concentrates thereof, containing lead as the principal commercially recoverable constituent.

5259 (b) "Lead Mining", as used herein is defined to mean the mining and concentrating of lead ore and any further beneficiation thereto prior to the shipment to the smelter.

(c) "Lead Smelting and Refining" as used herein is defined to mean metallurgical and/or chemical treatment of lead ore, lead concentrates, lead bearing scrap, and/or drosses and/or any other lead bearing material into "Pig Lead", and/or "Antimonial Pig Lead."

(d) "Antimonial Pig Lead"—Inasmuch as antimony is a common constituent of most lead ores and a by-product of Lead Mining and Smelting and Refining—metallic antimony and antimonial alloy products (antimonial pig lead) shall be included within the provisions of this Code.

(e) "Lead Pigments" as used herein is defined to mean basic carbonate white lead (dry or in oil), basic lead sulphate (dry or in oil), litharge, red lead (dry or in oil), orange mineral or any other lead oxides, with or without metallic lead content.

(f) "Metallic Lead Products" as used herein is defined to mean extruded, rolled, cast or otherwise fabricated lead or lead alloy products, (except storage battery plates and lead covered cable) kindred products of metallic tin and

tin alloy or other metal or metal alloy products, which are produced by members of industry on the same type of machinery and under similar labor and fabricating conditions.

(g) "Metallic Foil Products" as used herein is defined to mean lead and/or tin and/or zinc or their alloys or combinations thereof rolled to a thickness of .006 of an inch or less, whether attached or affixed to other materials or not.

Section 7. The term "Division" as used herein includes respectively the several parts of the industry as enumerated below:

1. Lead mining division.
2. Lead smelting and refining division.
3. Lead pigments division.
4. Metallic lead products division.
5. Metallic foil products division

and such other and further divisions as may hereafter be created pursuant to the provisions of this Code.

Section 8. The term "Association" as used herein includes the "Lead Industries Association", an unincorporated membership society organized under the laws of the State of New York and having its principal office at 420 Lexington Avenue, New York City, and such other trade associations as may hereafter participate in the activities under this code or in the selection of the code authority.

Section 9. The term "Executive Committee" as used herein shall mean the Executive Committee of the Lead Industries Association.

Section 10. The term "Secretary" as used herein shall mean the Secretary of the Code Authority, who also shall be the Secretary of the Lead Industries Association.

5260 Section 11. The term "Southern District" as used herein shall include the states of Texas, Mississippi, Alabama, Louisiana, and Florida.

Article III.

Hours of Labor.

Maximum Hours—Section 1.

Effective on and after the second Monday following the effective date of this Code, no employee shall be permitted to work in any division of the industry in excess of 40 hours in any one week or in excess of 8 hours in any 24 hour period except as herein otherwise provided.

Hours for Clerical and Office Employees—Section 2.

No person employed in clerical or office work shall be permitted to work in excess of 40 hours in any one week, except that during any one week in a one month period such employee shall be permitted to work a maximum of 48 hours in any such week. A normal day shall not exceed 8 hours.

Exceptions as to Hours—Section 3.

The limitation as to hours of labor as specified in Sections 1, 2 and 4 of this Article III shall not apply to the following:

(a) To employees engaged in emergency maintenance, or emergency repair work, involving breakdown or protection of life or property; provided that in such special cases not less than one and one-half times the normal wage rate for any employee so employed shall be paid for all hours worked in excess of 40 hours in any one week; provided that this overtime provision shall not apply in case of catastrophies involving loss of life. Such special cases, however, shall be reported to the Code Authority.

(b) Nor in the case of the Mining Division shall it apply to hoist men, power house men, or pump men, provided the total working hours of such employees shall not exceed 48 hours in any one week.

(c) Nor to outside sales or sales service men, nor to persons in a managerial, executive or supervisory capacity, who receive $35.00 per week or more.

(d) Watchmen, according to the nature of their responsibilities, may be permitted to work 56 hours in any one-week period, provided that such employees shall have at least one day's rest in each seven day period.

(e) There may be a tolerance of 10% additional hours over the 40 hours in any one week for employees engaged in the preparation, care and maintenance of machinery and production facilities, stock and shipping clerks and truck men engaged in outside delivery and pick-up service; provided, however, that at least one and one-half times the normal wage rate for any employee so employed shall be paid for all hours worked in excess of 40 hours in any one week.

5261 **(f) The limitation as to maximum hours of work shall not apply to very special cases where restric-**

tion of hours of labor of skilled workers in continuous processes would unavoidably reduce or interrupt production because of demands inherent and peculiar within the process itself, provided, however, that such employees in such special cases shall not work more than forty-eight (48) hours in any one week, and provided that in such special cases at least one and one-half times the normal wage rate shall be paid to any employee so employed for hours worked above 40 hours per week. Such special cases, however, shall be reported to the Code Authority. The limitation of hours does not apply where one employee is acting in temporary relief for a fellow employee in continuous processes.

(g) During any period in which a concentrated demand upon any division of the industry, except mining, shall place an unusual and temporary burden for production work upon its facilities or to meet seasonal peak requirements or emergencies, an employee of any such division may be permitted to work not more than forty-eight (48) hours per week and not more than eight (8) hours in any one day in not more than six (6) weeks in six (6) months of any calendar year, provided that not less than time and one-half the normal rate shall be paid to any employee so employed for hours worked above forty (40) hours per week or eight (8) hours per day. All such overtime worked shall be reported to the Code Authority.

Standard Week—Section 4.

No employee shall be permitted to work more than six days in any seven day period.

Employment by Several Employers—Section 5.

No employer shall knowingly permit any employee to work for any time which when totalled with that already performed with another employer or employers in this industry exceeds the maximum permitted herein.

Article IV.

Wages.

Minimum—Section 1.

The minimum wage for each division of this industry shall be as follows:

	Cents per hour
1. Lead mining division	Surface—40 Underground—45
2. Lead smelting and refining division	35
3. Lead pigments division	40
4. Metallic lead products division	35
5. Metallic foil products division	35

provided that, as to the Smelting and Refining Division, in the Southern District, the minimum hourly rate shall be 30¢ per hour. Minimum wages in all divisions of the industry in effect on July 1, 1933, which were above the minimum specified, shall in no case be reduced.

5262 The minimum rates provided for hereinabove shall be considered as hiring rates applying to totally unskilled labor or common labor above ground in the Mining Division and totally unskilled labor or common labor in the other divisions of the industry. In the Mining Division, the minimum hiring rate for underground common labor shall be not less than 45¢ per hour. Other classes of labor shall be compensated at rates above such minimums.

Clerical and Office Employees—Section 2.

No accounting, clerical, office, sales, or service employees working on a weekly basis in any office shall be paid less than at the rate of $15.00 per week; provided, however, that office boys and girls and messengers shall be paid at a rate not less than 80% of the minimum hereinabove specified, and provided further that the number of such boys and girls and messengers so paid shall constitute not more than 5% of the total number of such employees of any one office of any one employer, but in any case each employer shall be entitled to one such employee.

Piecework Compensation—Minimum Wages—Section 3.

This article establishes a minimum rate of pay which shall apply, irrespective of whether an employee is actually compensated on a time rate, piecework, or other basis.

Female Employees—Section 4.

Female employees performing substantially the same

work as male employees shall receive the same rate of pay as male employees.

Wages Above Minimum—Section 5.

If an equitable adjustment of wages above the minimum fixed in this Code has not been made since July 1, 1933, there shall then be an equitable adjustment made within 60 days from date of the approval of this Code. Such equitable adjustment shall mean that the differentials existing prior to the formulation of this Code shall be maintained for employees other than persons engaged in managerial, executive or supervisory capacity who receive $35.00 per week or more, provided, however, that in no event shall hourly rates of pay be reduced. If such equitable adjustment has not been made, the Code Authority shall submit for the approval of the Administrator a proposal for adjustment of wages above the minimum. Upon the approval by the Administrator, after such hearing as he may prescribe, such adjustments shall become effective.

Handicapped Persons—Section 6.

A person whose earning capacity is limited because of age or physical or mental handicap may be employed on light work at a wage below the minimum established by this Code if the employer obtains from the State Authority designated by the United States Department of Labor a certificate authorizing his employment at such wages and for such hours as shall be stated in the certificate; such authority shall be guided by the instructions of the U. S. Department of Labor in issuing such certificate; each employer shall file with the Code Authority a list of all such persons employed by him.

5263 Apprentices—Section 7.

The use of apprentices shall be permitted where they are apprenticed to an employer by an indenture made pursuant to the laws of the state in which such service is to be performed, under any apprentice system established and maintained by such employer, provided such indenture agreements are filed with the Code Authority. Employers shall not be allowed to have apprentices in number exceeding 5% of the total number of skilled craftsmen of their special class, except that each employer shall be entitled to employ at least one such employee and in no

case shall they be paid less than the minimum wage provided in Section 1 of Article IV.

Payments—Section 8.

An employer shall make payment of all wages due in lawful currency or by negotiable check therefor, payable on demand. These wages shall be exempt from any payments for pensions, insurance or sick benefits other than those voluntarily paid by the wage earners or required by the State laws. Wages shall be paid at least semimonthly and salaries at least at the end of every month. No employer shall withhold wages.

Article V.

General Labor Provisions.

Child Labor—Section 1.

On and after the effective date, no person under 18 years of age shall be employed in the Lead Industry except in clerical, office, sale, service, technical and engineering departments, and no person under 16 years of age shall be employed in any capacity. In any State, an employer shall be deemed to have complied with this provision as to age of employees if he shall have on file a certificate or permit duly signed by the Authority in such State empowered to issue Employment or Age Certificates or permits showing that the employee is of the required age.

Provisions From the Act—Section 2.

(a) Employees shall have the right to organize and bargain collectively through representatives of their own choosing, and shall be free from the interference, restraint, or coercion of employers of labor, or their agents, in the designation of such representatives or in self-organization or in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.

(b) No employee and no one seeking employment shall be required as a condition of employment to join any company union or to refrain from joining, organizing, or assisting a labor organization of his own choosing, and

(c) Employers shall comply with the maximum hours of labor, minimum rates of pay, and other conditions of employment approved or prescribed by the President.

5264 Reclassification of Employees—Section 3.

No employer shall reclassify employees or duties of occupations performed or engage in any other subterfuge for the purpose of defeating the purposes or provisions of the Act or of this Code.

Standards for Safety and Health—Section 4.

Every employer shall make reasonable provision for the safety and health of his employees at the place and during the hours of their employment. Standards of safety and health for each division of the industry shall be submitted to the Administrator within six (6) months after approval of the Code.

State Laws—Section 5.

No provision in this Code shall supersede any State or Federal Law which imposes on employers more stringent requirements as to age of employees, wages, hours of work, or as to safety, health, sanitary or general working conditions, or insurance or fire protection, than are imposed by this Code.

Posting—Section 6.

All employers shall keep posted complete copies of this Code and all amendments thereto in conspicuous places accessible to employees.

Company Town and Stores—Section 7.

Employees other than maintenance or supervisory men, or those necessary to protect property, shall not be required as a condition of employment, to live in homes rented from the employer. No employee shall be required as a condition of employment, to trade at the store owned or specified by an employer.

Dismissal for Complaint—Section 8.

No employee shall be dismissed by reason of making a complaint or giving evidence with respect to a violation of a code.

Article VI.

Organization, Powers and Duties of the Code Authority.

Organization and Constitution—Section 1.

A Code Authority to administer this Code is hereby established and shall consist of the members of the Execu-

tive Committee of the Lead Industries Association, the Secretary of said Association, and such division chairmen who have respectively been elected to such office by such divisions in an equitable manner, approved by the Administrator, so as to be truly representative of such divisions respectively, and who are not members of the Executive Committee; in addition to membership as above provided there may be one to three members, without vote and without expense to the industry, to be appointed by
5265 the Administrator to serve for terms of six or twelve months from the date of appointment. On the effective date of this Code the voting members of the Code Authority shall consist of eleven members but such number if subject to variation due to the contents of the foregoing provision. It is contemplated that supplementary codes of fair competition not inconsistent with this Basic Code will be adopted for each division of the industry. When and if such supplementary codes are submitted and approved they shall contain provisions for a Divisional Code Authority selected in an equitable manner so as to be truly representative of such division of the industry subject to the approval of the Administrator, to administer the provisions of this Basic Code and the provisions of such supplementary code, and in addition this Basic Code authority may delegate such of its powers and duties as it deems necessary to such division code authority of such supplementary code, provided, however, that any interested party shall have a right of appeal from any act or decision of such Divisional Code Authority to the code authority of this Basic Code.

Section 2. Each trade or industrial association directly or indirectly participating in the selection or activities of the Code Authority shall (1) impose no inequitable restrictions on membership and (2) submit to the Administrator true copies of its Articles of Association, By-Laws, Regulations and any amendments when made thereto, together with such other information as to membership, organization and activities as the Administrator may deem necessary to effectuate the purpose of the Act.

Section 3. In order that the Code Authority shall at all times be truly representative of the industry and in other respects comply with the provisions of the Act, the Administrator may prescribe such hearings as he may deem proper; and thereafter if he shall find that any basic Code Authority or Divisional Code Authority is not truly repre-

sentative or does not in other respects comply with the provisions of the Act, may require an appropriate modification in the method of selection of such Code Authority.

Section 4. Members of the Industry shall be entitled to participate in and share the benefits of the activities of the Code Authority and to participate in the selection of the members thereof by assenting to and complying with the requirements of this Code and sustaining their reasonable share of the expenses of its administration. Such reasonable share of the expenses of the administration shall be determined by the Code Authority, subject to review by the Administrator, on the basis of volume of business and/or such other factors as may be deemed equitable.

Section 5. Nothing contained in this Code shall constitute the members of the Code Authority partners for any purpose. Nor shall any member of the Code Authority be liable in any manner to anyone for any act of any other member, officer, agent or employee of the Code Authority. Nor shall any member of the Code Authority exercising reasonable diligence in the conduct of his duties hereunder, be liable to anyone for any action or omission to act under this Code, except for his own wilful misfeasance or non-feasance.

5266 Powers and Duties—Section 6.

The Code Authority shall have the following further powers and duties, the exercise of which shall be reported to the Administrator and shall be subject to his right, on review, to disapprove, after such hearing as he may prescribe, any action taken by the Code Authority. Subsequently if the Administrator shall determine that any action of a Code Authority or any agency thereof is unfair or unjust or contrary to the public interest, the Administrator may require that such action be suspended for a period of not to exceed thirty (30) days to afford an opportunity for investigation of the merits of such action and further consideration by such code authority or agency pending final action, which shall be taken only upon approval by the Administrator.

(a) Subject to such rules and regulations as may be issued by the Administrator to insure the execution of the provisions of this Code and provide for the compliance of the industry with the provisions of the Act; and receive complaints of violations of this Code and disputes arising

thereunder, except as otherwise hereinafter provided for in subdivision (h) of this section, make investigations thereof, provide hearings thereon, adjust such complaints and make such decisions as are necessary thereon and to interpret the provisions of the Code and to bring violations of this Code to the attention to the Administrator for prosecution, recommendation and other action.

(b) To adopt by-laws and rules and regulations for its procedure and for the administration and enforcement of the Code.

(c) To obtain from members of the industry such information and reports as are required for the administration of the Code and to provide for submission by members of such information and reports as the Administrator may deem necessary for the purposes recited in Section 3(a) of the Act, which information and reports shall be submitted by members to such administrative and/or government agencies as the Administrator may designate; provided that nothing in this Code shall relieve any member of the industry of any existing obligations to furnish reports to any Government agency. No individual reports submitted to the Administrator and/or such Government agencies as the Administrator may designate, shall be disclosed to any other member of the industry or any other party except to such Government agencies as may be directed by the Administrator.

(d) To use such trade associations and other agencies as it deems proper for the carrying out of any of its activities provided for herein, provided that nothing herein shall relieve the Code Authority of its duties or responsibilities under this Code and that such trade associations and agencies shall at all times be subject to and comply with the provisions hereof.

(e) To make recommendations to the Administrator for the coordination of the administration of this Code with such other codes, if any, as may be related to the industry.

5267 (f) To cooperate with the Administrator in regulating the use of any N.R.A. insignia solely by those members of the industry who have assented to, and are complying with, this Code.

(g) To call meetings of any division of the Lead Industries to consider control of production through voluntary agreement, and to recommend to the Administrator such measures as have been voluntarily agreed upon cover-

ing fair trade practices, industrial planning, and production control, including stabilization of employment and conservation of natural resources.

(h) Within ninety days after the effective date of this Code the Code Authority shall submit to the Administrator for his approval a plan for the establishment of a National Industrial Relations Board for the industry, consisting of an equal number of representatives of employers and employees. Provision shall be made in such plan for division of the country into districts and the creation of regional industrial relations boards to comprise an equal number of representatives of employers and employees truly representative of such districts. The creation and functioning of these boards, including the selection of representatives of employees, shall be in accordance with Section 7 of the Act. Provision shall also be made for the appointment of an impartial person on each board, national and regional, to vote only where such board is unable to render a majority decision. This plan shall provide that the regional boards shall have the authority to hear and adjudicate all complaints and disputes arising out of Articles III, IV and V of the Code, and the National Industrial Relations Board shall pass on all appeals from the regional boards solely on the basis of the record as certified by the Regional Boards to the National Industrial Relations Board. Before any such plan is approved, it shall be submitted to the Labor Advisory Board of the National Recovery Administration for their consideration and recommendations. The Administrator shall have the right, after such notice and hearing as he may specify, to review, disapprove or modify such plan and the plan shall become effective as a part of this Code when and as approved by him.

Article VII.

Trade Practice Rules for Lead Pigments Division.

Section 1. The following described acts shall be deemed unfair competition for Division 3 (Lead Pigments), and shall constitute a violation of this Code:

(a) Misbranding or misrepresentation of lead pigments.

(b) No member of the industry shall give, permit to be given, or directly offer to give, anything of value for the purpose of influencing or rewarding the action of any employee, agent or representative of another in relation

to the business of the employer of such employee, the principal of such agent or the represented party, without the knowledge of such employer, principal or party. This commercial bribery provision shall not be construed to prohibit free and general distribution of articles commonly used for advertising, except, so far as such articles are actually used for commercial bribery as hereinabove defined.

5268 (c) Inducing or in any manner attempting to induce a breach, default or cancellation of a contract between a competitor and his customer during the term of such contract.

(d) Guaranteeing for a definite time the life and/or service of lead pigments.

(e) Making false or derogatory statements with respect to the prices, policies, products, practices, business or credit of any competitor.

(f) No merchandise shall be sold at a concession, or used as an inducement, to influence the sale of any lead products, nor shall any concession be given in the price or terms of sale of a lead product to influence the sale of any other merchandise.

Section 2. Each member of the industry engaged in the manufacture and sale of lead pigments shall file with the Secretary within ten (10) days after the effective date of this Code, a list of the prices at which his products will be sold and a memorandum of any of his conditions of sale at variance with those set forth in Schedule "A" attached. Any change in prices or conditions of sale shall be reported to the Secretary in such manner as to reach his office within twenty-four (24) hours after the effective date of such change. Any member making a sale or quotation, which does not conform to the basis he then has on file, shall notify the Secretary in detail by letter mailed within twenty-four (24) hours. The information supplied the Secretary shall be re-issued immediately to the reporting members.

Section 3. Each member of the Lead Pigments Industry, as defined in Article II, shall submit promptly to the Secretary the following periodic reports for compilation and re-issuance in such manner as may be determined by the Division.

(a) Monthly reports of total production.

(b) Stocks on hand of finished merchandise at the beginning of each month.

(c) Monthly reports of total shipments.

Article VIII.

Trade Practice Rules for Metallic Lead Products Division.

Section 1. The following described acts shall be deemed unfair competition for Division 4 (Metallic Lead Products), and shall constitute a violation of this Code:

(a) No member of the Industry shall give, permit to be given, or directly offer to give, anything of value for the purpose of influencing or rewarding the action of any employee, agent or representative of another in relation to the business of the employer of such employee, the principal of such agent or the represented party, without the knowledge of such employer, principal or party. This commercial bribery provision shall not be construed to prohibit free and general distribution of articles commonly used for advertising, except so far as such articles are actually used for commercial bribery as hereinabove defined.

5269 (b) Making allowance for sales promotion and advertising in excess of actual amount expended, or making excessive expenditures on behalf of or for the benefit of a customer.

(c) Misbranding or misrepresenting the percentage or quality of various metals in any products.

(d) No member of the Division shall secretly offer or make any payment or allowance of a rebate, refund, commission, credit, unearned discount or excess allowance, whether in the form of money or otherwise.

(e) Accepting orders guaranteed against a decline in price.

(f) Making false or derogatory statements with respect to competitors' prices, policies, products, practices, business or credit.

(g) Giving any other product at a concession in price or giving it away free, in order to influence the sale of any lead product.

(h) Changing prices after the award of a contract.

(j) Inducing or in any manner attempting to induce a breach, default or cancellation of a contract between a competitor and his customer during the terms of such contract.

(i) Contracting for unspecified quantities at a fixed price or giving options at fixed prices for unspecified quantities.

(k) Taking back obsolete or damaged material at any value other than its value as secondary material.

(l) To cancel any undelivered portion of a contract for the purpose of effectuating a new contract with the buyer.

Section 2. The following unfair trade practices apply to the Type Metal Business only:

(a) Attaching drum tags to competitors' dross drums without receiving authority to do so from the prospect or customer.

(b) Failing to return competitor's drums to their owner within a period not exceeding thirty days from time of their receipt.

Article IX.

Trade Practice Rules for Metallic Foil Products Division.

Section 1. The following described acts shall be deemed unfair competition for Division 5 (Metallic Foil Products) and shall constitute a violation of this Code:

(a) No member of the Division shall publish untruthful advertising nor shall any member in any way misrepresent any goods or credit terms.

5270 (b) No member of the Division shall knowingly withhold from or insert in any quotation or invoice any statement that makes it inaccurate in any particular.

(c) No member of the Division shall secretly offer or make any payment or allowance of a rebate, refund, commission, credit, unearned discount or excess allowance, whether in the form of money or otherwise.

Article X.

Export Trade.

No provision of this Code relating to prices or terms of selling, shipping or marketing, shall apply to export trade or sales or shipments for export trade.

Article XI.

Application of Code to Operations Wherein Other Metals Are Produced.

Section 1. If any member of the industry is also a member of any other industry, provisions of this Code can apply only to that portion of its business which is a part of the lead industry.

Section 2. Where there is any question as to whether lead is the major production from the operations which do or which might produce lead, zinc, copper, gold, silver or other materials, then in any and every such event the question as to which Code of Fair Competition shall govern such operations of any such member of this industry, shall be referred to a Coordination Committee. This Coordination Committee shall be composed of two members to be appointed by each of the Code Authorities for such industries as may be involved in each particular question. In the event such Committee is unable to reach a majority conclusion, then either the Committee shall elect an additional impartial member or upon their failure so to agree on such additional impartial member, the Administrator then may appoint such additional impartial committee member. Any member of the industry, the operations of which may raise such a question, shall file a statement of fact with the Code Authority for its industry, and such statement shall contain a statement of its preference as to the Code it would prefer to have such operations be governed by, and such preference shall be granted unless such Coordination Committee shall find that the granting thereof would be unfair in view of the rights of others or that it would have a tendency contrary to the effectuation of the policies of the Act.

Section 3. Within ten (10) days after the effective date of this Code, any member of this industry may file such a statement of fact and preference as to being governed by any of such other Codes which may at that time be in effect. Thereafter upon any such other Code becoming effective, such statement may then be filed; provided, however, that until any such statement is filed and decision is made thereon by such Coordination Committee, such operation of such member of this industry shall be governed by the provisions of this Code.

5271 Section 4. From time to time thereafter if conditions change, members of this industry shall be entitled to file such statements of fact and preference as to change of a portion of their operations from the jurisdiction of one Code to the jurisdiction of another, and in such event they shall be handled in the same manner as provided for above.

Article XII.

Modification.

Section 1. This Code and all the provisions thereof are expressly made subject to the right of the President or delegated agent, in accordance with the provisions of subsection (b) of Section 10 of the Act, from time to time to cancel or modify any order, approval, license, rule or regulation issued under said Act, and specifically, but without limitation, to the right of the President to cancel or modify his approval of this Code, or any conditions imposed by him upon his approval hereof.

Section 2. Such of the provisions of this Code as are not required to be included therein by the Act may, with the approval of the Administrator, be modified or eliminated in such manner as may be indicated by the needs of the public, by changes in circumstances, or by experience; all the provisions of this Code, unless so modified or eliminated, shall remain in effect until June 16, 1935.

Section 3. An amendment to this Code or any codes supplemental thereto affecting or pertaining to the several divisions of the Lead Industries may be proposed by any interested party either to the Divisional Code Authority, the Basic Code Authority, or directly by or to the Administrator. All such proposed amendments shall be referred to the Division affected or interested and then shall be submitted by said Division to the Basic Code Authority who shall give members of the Industry an opportunity to be heard thereon, and thereafter the Code Authority may make such recommendations thereon as are deemed proper; provided, however, that when approved by the Administrator as necessary to effectuate the policies of the Act, after such notice and hearing as he may prescribe, any proposed amendment shall thereupon become effective as a part of this Code.

Article XIII.

Monopolies.

No provision of this Code shall be so applied as to permit monopolies or monopolistic practices, or to eliminate, oppress, or discriminate against small enterprises.

Article XIV.

Effective Date.

This Code shall be in effect beginning ten (10) days after its approval by the Administrator.

5272 Schedule "A."

Code of Fair Competition for the Lead Industries.

Article I—Standard Conditions for Sale of Lead Oxides.

A. "Sale" or "Order" as used herein includes any transaction whereby a member of the industry makes a quotation on, or becomes obligated to sell and deliver material.

B. Whatever terminology may be used, the intent and meaning thereof shall conform to the following requirements of sale:

(1) Material—Dry Oxides of lead, or mixtures consisting principally thereof, each grade of material to be specifically designated.

(2) Quantity—Any amount as agreed between buyer and seller.

(3) Packages—As agreed between buyer and seller.

(4) Price—

(a) Seller's card or quoted price in effect on date order is received with allowances as follows:

(1) Not more than ½¢ per pound for minimum shipment of 5 tons for one buyer at one time to one destination.

(2) Not more than ¾¢ per pound for minimum shipment of 20 tons for one buyer at one time to one destination by:

(a) Rail in one carload.

(b) Truck within a period of three days.

(b) These allowances may also be applied to emergency shipments of smaller quantities only when seller has an order on hand for five (5) tons or twenty (20) tons for immediate shipment, or such quantity enroute to the same destination.

(c) No protection against decline in Seller's price may be given.

(d) Red Lead containing 97 per cent or 98 per cent Pb_3O_4 shall be so marked on the package and shall be sold at not less than ½¢ and ¾¢ per pound, respectively over Seller's price for grades of lower Pb_3O_4 content.

(5) Delivery—F.O.B. cars Seller's shipping point, or by truck, F.O.B. Buyer's premises.

(6) Transportation Allowance—

(a) Since transportation is included in the Seller's price, the actual freight paid by Buyer shall be allowed as a deduction. No cartage allowance shall be made to Buyer for use of his own truck.

(b) If shipment is made by Buyer's boat, Seller may allow actual amount he would have paid for like transportation at minimum published tariffs in effect on date of shipment.

5273 (7) Shipment—Shall be made at least within within thirty (30) days from date order is received.

(8) Terms—Net thirty days, less ½ per cent for cash in ten days from date of shipment.

(9) Taxes—Any tax or other charge imposed by Federal Law upon the production and/or sale and/or shipment of lead oxides shall be added to the price to be paid by the Buyer on any transaction to which such charge is applicable.

5274 Article II—Standard Conditions for Sale of Basic Lead Carbonate (Dry White Lead)

A. "Sale" or "Order" as used herein includes any transaction whereby a member of the industry makes a quotation on or becomes obligated to sell and deliver material.

B. Whatever terminology may be used, the intent and meaning thereof shall conform to the following requirements of sale:

(1) Quantity—Any amount as agreed between buyer and seller.

(2) Period—As desired, to be specified.

(3) Packages—As agreed between Buyer and Seller.

(4) Price—

(a) Spot Sales—Seller's card or quoted price in effect on date order is received.

(b) Contract Sales—

(1) Seller's price on date contract is made with protection against advance or decline on the undelivered portion to the end of the current calendar quarter.

(2) On contracts extending beyond the current calendar quarter, the price applying to subsequent deliveries shall be seller's price in effect on the first day of the calendar quarter in which they are made, with protection against

advance or decline on the undelivered portion to the end of each quarter.

(c) The price for minimum 20 ton lots for one buyer to one destination, shipped by rail in one carload, or delivered by truck within a period of three days, shall be not more than ½¢ per pound less than that charged for smaller quantities.

(d) Emergency shipments may be made at the 20 ton price only to those customers for whom the Seller has a 20 ton order on hand for the same material for immediate shipment or a carload (20 tons) enroute to the same destination.

(5) Delivery—F.O.B. cars Seller's shipping point, or by truck, F.O.B. Buyer's premises.

(6) Transportation Allowance—Since transportation is included in the Seller's price, the actual freight paid by Buyer shall be allowed as deduction. No cartage allowance shall be made to Buyer for use of his own truck.

(7) Shipment—

(a) Spot Sales—Within thirty days from date order is received.

(b) Contract Sales—Within the period covered by the contract.

5275 (8) Terms—Net thirty days, less 1 per cent for cash in ten days from date of shipment.

(9) Taxes—Any tax or other charge imposed by Federal Law upon the production and/or sale and/or shipment of white lead shall be added to the price to be paid by the Buyer on any transaction to which such charge is applicable.

5318 **RESPONDENT'S EXHIBIT NO. 92.**

Executive Committee Meeting.

New York, N. Y. November 22, 1935.

A meeting of the Executive Committee of the Lead Industries Association was held on Friday, November 22, 1935, at 12:30 P. M., at the Down Town Association, New York City.

Present	Representing
Clinton H. Crane, Chairman	St. Joseph Lead Company
F. H. Brownell	American Smelting & Refining Co.
W. C. Beschorman	National Lead Company
F. M. Carter	National Lead Company
F. Y. Robertson	United States Smelting Refining & Mining Co. Inc.
Directors Present	
B. N. Zimmer	American Metal Co. Ltd.
Clarence Glass	Anaconda Sales Company
W. E. Maston	Eagle-Picher Lead Company
F. E. Wormser, Secretary.	

Mr. Clinton H. Crane occupied the chair.

The Chairman brought to the attention of the Committee a letter of November 7, 1935 from Mr. George L. Berry, giving details of a Washington conference scheduled for December 9, from which it appeared that the conference would be conducted in a manner different from that originally indicated by Mr. Berry's letter of October 9, and also that the machinery set up for conducting the conference was such as possibly to place the lead industry in a position whereby it might sponsor a movement to which it was opposed. Telegrams and letters from various members on the subject were read.

It also developed that the United States Copper Association had taken a strong stand in opposition to the conference and had declined the invitation to attend.

After discussion, it was regularly moved, seconded and unanimously carried that the following resolution be forwarded to Mr. Berry:

Whereas, the Lead Industries Association was invited, under date of October 9, 1935, to attend a conference in

Washington, called by Mr. George L. Berry, Coordinator for Industrial Cooperation, "for the purpose of conferring upon the advisability of developing a permanent structure contemplating the furtherance of prosperity and stability in our industrial life," and "for consideration of the best means of accelerating industrial recovery, eliminating unemployment and maintaining business and labor standards"; and

Whereas, the Lead Industries Association in reply declared itself as opposed to the aforesaid governmental conference at this time as tending to confuse and disturb industry, although indicating a willingness to send a representative if desired; and

5319 Whereas, Mr. Berry's letter of November 7, 1935, giving details of the conference, undisclosed by the invitation of October 9, from which it appears that the meeting will be so conducted that representatives of the Lead Industries Association might be held to have committed the industry and its members to a program adopted at the conference because of participation in it; and

Whereas, majority action upon matters placed before the conference might by implication bind an unwilling minority; and

Whereas, the Lead Industries Association basically represents a natural resource industry, producing diversified lead products from mine to finished material, with mining and smelting operations generally conducted in remote localities under operating conditions dissimilar to those usually found in other industries, and with problems peculiarly its own; and

Whereas, the lead industry has made greater progress out of the depression from the standpoint of both employer and employee since the termination of N. R. A. than it did before;

Now, Therefore, Be It Resolved, that it is undesirable for the lead industry as a unit to send a representative to the meeting called by Mr. George L. Berry, to be held in Washington on December 9, 1935.

The Chairman then called upon the Committee to consider the budget for 1936, and upon explanation of the Secretary, the following budget was presented and unanimously adopted:

Ordinary Budget 1936.

Furniture, Fixtures and Equipment	$ 500
Salaries	25,000
Rent and Light	2,650
Telephone and Telegraph	900
Books and Subscriptions	250
Printing	7,700
Mailing	6,000
Illustration	500
Traveling Expenses	1,500
Medical Research	2,000
Office Expense Miscellaneous	1,500
Technical Research	1,500
	$50,000

The Secretary stated that owing to the expected cash balance which the Lead Industries Association would have at the end of the year 1935, it would not be necessary to draw upon the membership for the full amount of the proposed budget but that $10,000.00 could be appropriated from the expected balance remaining on January 1, 1936 of about $20,000.00.

It was moved, seconded and carried that the Secretary's salary cut be restored, effective as of December 1, 1935.

5320 A letter from Mr. Manfred Bowditch, Director of the Division of Occupational Hygiene, Department of Labor and Industries, of the State of Massachusetts, dated November 20, 1935, referring to the use of lead for painting children's toys was inserted in the record as follows, and the Secretary was authorized to assist Mr. Bowditch in discouraging the use of white lead, or any lead paint in painting children's toys and furniture:

"You may recall our contact and exchange of correspondence in 1933 in connection with the clause relative to infant lead poisoning in the painting code of this department.

"We have recently run across a manufacturer of toys in greater Boston, who is using lead colors in painting the toys. We have pointed out to him the hazard involved, but are apparently unable to make much impression on him. Is the Lead Industries Association willing to take any sort of hand in such a situation? The statement em-

bodied in the second paragraph of your letter to me of April 28, 1933, leads me to believe that it may be. I hope that some form of cooperation may be possible in this situation.

"I enclose for your information a recent statement relative to the work of this newly formed division, which you will note is advisory rather than of an enforcement nature."

The meeting adjourned at 2:00 P. M.

F. E. Wormser,
Secretary.

5698 RESPONDENT'S EXHIBIT NO. 127.

Minutes of the Meetings of the Code Authority for the Lead Industry.

5699A Code Authority Members.

Executive Committee.

Members	Alternates
Clinton H. Crane	1. I. H. Cornell
F. H. Brownell	2. A. Fletcher
F. M. Carter	3. C. M. Chapin, Jr.
F. Y. Robertson	4. E. V. Peters
James F. McCarthy	1. H. A. Guess
	2. R. W. Strauss
	3. H. Y. Walker
	4. H. M. Brush
	5. K. C. Brownell
	6. E. A. Behr
	1. W. C. Beschorman
	2. Harold Rowe
	1. C. A. Hight
	2. D. D. Muir
	3. F. S. Mulock
	4. F. F. Colcord
	1. D. A. Callahan
	2. S. A. Easton
	3. L. E. Hanley
	4. I. H. Cornell

Division Chairmen.

Mining Division.

George W. Lambourne
1. A. G. Mackenzie
2. P. H. Hunt

Smelting & Refining Division

John A. McCarthy*
1. Clarence Glass

Lead Pigments Division.

R. M. Roosevelt
1. W. E. Maston
2. J. R. MacGregor

Metallic Lead Products Division.

P. E. Sprague
1. E. L. Newhouse, Jr.

Metallic Foil Products Division.

W. Y. C. Hunt
1. R. G. McKay
W. A. Janssen, Deputy Administrator.
George W. Farny, Administration Member.
F. E. Wormser, Secretary and Treasurer.

*Died—Clarence Glass appointed with R. E. Dwyer & F. Laid alternates.

5699B First Meeting.

Code Authority Meeting.

June 7, 1934.

New York, N. Y.

A meeting of the Code Authority for the Lead Industry was held on Thursday, June 7, 1934, at 10:30 A. M., in the Board Room of the National Lead Company, 111 Broadway, New York, N. Y.

Present:

F. M. Carter, Clinton H. Crane, F. Y. Robertson, R. M. Roosevelt, P. E. Sprague, F. H. Brownell by H. M. Brush, James F. McCarthy by D. A. Callahan, W. Y. C. Hunt by R. G. McKay. Also: I. H. Cornell, F. S. Mulock, F. E. Wormser, Secretary.

Mr. Clinton H. Crane occupied the chair as temporary Chairman and Mr. F. E. Wormser acted as Secretary.

The Chairman read the following telegram from Deputy Administrator Walter A. Janssen, and the Secretary was ordered to make it a part of the minutes of this meeting:

"The plan of election and the selection of Members of the Code Authority for the Lead Industries, together with the minutes of the meetings meets with the approval of the Administrator."

The Chairman then requested from the Secretary certified copies of the Minutes of the meeting of members of the Lead Industries Association as of June 5, 1934, at which a representative Board of Directors was elected. He also requested certified copies of the Minutes of the Meeting of the Board of Directors of the Lead Industries Association held on June 5, 1934 at which an Executive Committee was elected. He also requested certified copies of the minutes of the Smelting and Refining, Lead Pigments, Metallic Lead Products and Metallic Foil Products Divisions' meetings held on June 5 and certified copies of the minutes of the Mining Division held on June 7, at which Chairmen were elected for each Division respectively. These appear as Exhibit A-1 to A-7 attached.

5700 The Chairman stated that, inasmuch as the Code of Fair Competition for the Lead Industry in Article VI, Section 1 provided for the composition of the Code Authority to consist of the Executive Committee of the Lead Industries Association and five Division Chairmen, the Code Authority nominees as detailed in the minutes of the Board of Directors of the Lead Industries Association, and in the minutes of the five divisions of the Lead Industries noted above, and approved by the Administrator would constitute the Code Authority for the Lead Industry, as follows:

Executive Committee: Clinton H. Crane, F. H. Brownell, F. M. Carter, F. Y. Robertson, James F. McCarthy.

Division Chairmen: G. W. Lambourne, Mining Division; John A. McCarthy, Smelting & Refining; R. M. Roosevelt, Lead Pigments Div.; P. E. Sprague, Metallic Lead Products; W. Y. C. Hunt, Metallic Foil Products.

F. E. Wormser, Secretary and Treasurer.

The Chairman next proposed that the Code Authority proceed to the election of officers, whereupon Mr. Clinton H. Crane was nominated as Chairman, F. H. Brownell and F. M. Carter as Vice Chairmen, respectively, and F. E. Wormser as Secretary and Treasurer.

There were no further nominations and the officers as nominated were elected without dissenting vote.

The Chairman stated that, in accordance with Article VI, Section 6 (b), it was one of the duties of the Code Authority, "To adopt By-Laws and rules and regulations for its procedure * * *" and requested the Secretary to distribute to Code Authority members a draft which had been prepared, with the aid of counsel, as suitable for the Code Authority. After detailed examination had been made of the draft submitted and numerous changes suggested,

It Was Regularly Moved, and seconded and carried that the By-Laws of the Code Authority for the Lead Industry, as shown in Exhibit B attached to these minutes be adopted and submitted to the Administrator for his approval.

The next order of business was the preparation of a budget to cover the Code Authority expenses during the ensuing twelve months. Several members of the Code Authority expressed the view that a budget large enough to insure adequate funds for the thorough administration of the Code should be provided for all of the numerous industries embraced by the Lead Code and

5701 It was regularly moved, seconded and carried that a Code Authority budget for the Lead Industry, as shown in Exhibit C attached to these minutes, in the total sum of $40,000, be submitted to the Administrator for his approval.

It was further resolved that the Code Authority select a man-shift basis for the basis of assessment to be used in obtaining code authority funds.

It was further resolved that Code Authority members be entitled to their actual transportation expenses in attending Code Authority meetings, plus a per diem allowance of $5.00 a day for subsistence while absent from the city in which their headquarters ar located.

Motion carried.

It was next moved and seconded that the Secretary apply to the National Recovery Administration for permission to distribute N. R. A. insignia to members of industry covered by the Code of Fair Competition for the Lead Industry.

Motion carried.

The Chairman called attention to the numerous investigations ordered by the Code, the first one being as outlined in Article III, Section 1 as follows:

"No employee shall be permitted to work in any division of the Industry in excess of forty (40) hours per week, or in excess of eight (8) hours in any twenty-four (24) hour period except as herein otherwise provided. A normal work day shall not exceed eight (8) hours.

"The interpretation of the eight (8) hour provision for the Mining Division in each state shall be in accordance with any laws of such state pertaining to the eight (8) hour day on mining operations.

"The Code Authority shall study the operation of the eight (8) hour provision for the Mining Division and not later than ninety (90) days from the effective date shall report fully to the Administrator the results of such study. The administrator may, at his discretion, appoint an impartial investigator who shall review the conditions in the Mining Division of the Industry concerning the op-
5702 eration of the eight (8) hour provision and shall report thereon to the Administrator not later than ninety (90) days from the effective date and forward a copy of such report to the Code Authority."

It was moved, seconded and carried that the Chairman refer the study of the operation of the eight-hour provision mentioned in the above extract from the Lead Code to the Chairman of the Mining Division, with authority to select his own committee for the purpose and to report the results of his investigation to the Code Authority.

Inasmuch as Article V, Section 4, requires the submission to the Administrator, by the Code Authority, of standards of safety and health for each Division,

It was regularly moved, seconded and carried that the Chairman be authorized to appoint Committees from the five Divisions to prepare a report under the provisions of Section 4 of Article V on Standards for Safety and Health.

With reference to the duties of the Code Authority under Article VI, Section 6 (h) requiring them to submit a plan

for the establishment of the National Industrial Relations Board for the Industry, to the Administrator,

It was regularly moved, seconded and carried that the chair be authorized to call a special meeting of the Code Authority to consider this subject after the approval of the Administrator of the By-Laws of the Code Authority.

The Secretary noted the receipt of a telegram dated June 1 from O. N. Friendly of the Park Utah Consolidated Mines Company with reference to the labor provisions of the Lead Code and a letter from Mr. H. P. Henderson, President of the Texas Mining and Smelting Company on the inclusion of antimony, asking for exemptions from, exceptions to, or modification of the Lead Code.

It was moved that the Secretary be authorized to circularize these communications among the Code Authority for consideration at the next meeting.

It was further moved that the Secretary communicate with the American Mining Congress, asking them for information as to their knowledge of the Texas Mining and Smelting Company, and its operations.

Motions seconded and carried.

5708 The Chairman presented a lead sales allocation agreement, as per Exhibit D, attached hereto, which he had prepared under the provisions of Code Article VI, Section 6 (g) and stated that he desired to have the opinion of the consumer members of the Code Authority on this plan which was designed to stabilize the lead market and to carry out the purposes of Title I of the National Industrial Recovery Act.

The meeting thereupon adjourned.

Secretary.

5798 **RESPONDENT'S EXHIBIT NO. 134.**

Lead Pigments Division.

July 19, 1933.

New York, N. Y.

A meeting of the Lead Pigments Division of the Lead Industries Association was held at the Lawyers Club, New York City, on Wednesday, July 19, 1933, at 10:30 A. M. The following were present:

Present:	Representing:
F. M. Carter, Chairman	National Lead Company
F. O. Case	Anaconda Lead Products Company
A. E. Bendelari	Eagle-Picher Lead Company
R. M. Roosevelt	Eagle-Picher Lead Company
T. H. Zappert	Euston Lead Company
R. M. Evans	Evans Lead Company
W. Parmer Fuller, Jr.	W. P. Fuller & Company
Wm. Wilke, Jr.	Hammond Lead Products, Inc.
P. E. Sprague	Metals Refining Company
W. C. Beschorman	National Lead Company
E. J. Cornish	National Lead Company
H. J. Hain	Sherwin-Williams Company
A. P. Wetherill	Wetherill & Bro.

F. E. Wormser, Secretary.

Mr. F. M. Carter occupied the chair.

The Chairman stated that the purpose of the meeting was to draft a Code of Fair Competition which would meet the requirements of the Lead Pigments Division of the Lead Industries Association and stated that the Secretary had prepared a Tentative Draft of a Code, purely with the idea of presenting something for the members as a basis to work upon.

The Tentative Draft was read paragraph by paragraph, changes being made wherever they represented the unanimous expression of those present, so that finally the Code appeared as attached copy.

It was regularly moved and seconded.

That forty-two hours of employment, as averaged over a 13 week period, be adopted by the Lead Pigments Division of the Lead Industries Association as the maximum hours of employment to appear in their Supplementary

Code, or in the Master Code opposite their Division, together with a minimum wage rate of 35¢ per hour for common labor.

Unanimously carried.

It was regularly moved and seconded.

That the basic code as presented herewith be adopted by the Lead Pigments Manufacturers of the Lead Industries Association and be referred to the Executive Committee for reconcilement with the codes of the other divisions.

5799 Motion carried.

It was further moved and seconded

That the action on the Supplementary Code, so far as it related to lead products, or any other subject other than labor or wages in the Lead Pigments Industries, be postponed pending the accumulation of data on the items properly to be included.

A recess was declared at 5:00 P. M., until 9:30 A. M. July 20, 1933.

F. M. Carter,
Chairman.
F. E. Wormser,
Secretary.

5800 Supplementary Code of Fair Competition for the Lead Pigments Division of the Lead Industries Association.

As provided in Art. XIII of the Code of Fair Competition for the Lead Industries hereinafter termed the "Master Code" this supplementary code is hereby made a part of said Master Code with the same force and effect as any provisions thereof, except that it shall be applicable only to the Lead Pigments Division of the Lead Industries as defined in Art. II of said Master Code; i.e., the manufacture of basic carbonate white lead, dry or in oil, basic lead sulphate, dry or in oil, litharge, red lead, dry or in oil, orange mineral and other lead oxides with or without metallic lead content.

Price Lists.

Art. I—Members of the Lead Pigments Division shall file with the Secretary their price lists together with terms

and conditions of sale. Any change in the said lists and terms shall be reported promptly to the Secretary. Upon making a sale or quotation at variance with the previously reported price list or terms, each member shall notify the Secretary in writing promptly concerning the variation.

Uniform Sales Contracts.

Art. II—Uniform sales contracts specifically designed for use in selling Dry White Lead and Lead Oxides shall be developed as soon as practicable and thereafter used by all members after said contract forms shall have been adopted by a two-thirds vote of members manufacturing the products to which the contracts apply. From time to time changes in the uniform sales contracts can be made by a two-thirds vote of members manufacturing such products. All sales shall conform to the conditions set forth in the uniform contract forms.

Unfair Trade Practices.

Art. III—The following shall be considered unfair trade practices and are violations of this Code:

(a) Misbranding, mislabeling, and false advertising—Transactions known to the law as misbranding, mislabeling and false advertising are specifically prohibited by this Code, and, after the effective date, shall be punishable as a violation thereof in addition to any other penalties imposed by any other law.

(b) Guaranteeing Paint Jobs—Definite time guarantee on the life and/or service of the products of the Industry is hereby prohibited.

(c) Gifts to Employees of Another—It shall be a violation of this Code for any person engaged in the Industry to offer or give—or permit any representative of his to offer or give—any commission, gratuity, or other thing of substantial value to employees of his customers or prospective customers, except in the case of payments made with the consent of the employer for a definite service rendered.

(d) Exchange of Goods—No manufacturer shall exchange his goods for those of another.

5801 (e) Inducing Breach of Contracts—No manufacturer either directly or indirectly or through his salesmen, representatives, or agents, shall encourage any

purchaser of the products of the Industry to disregard or fail to live up to his commitment to another member of the Industry.

(f) Disparagement of Competitors—The use of or participation in the publishing or the disseminating of any false statement, representation or insinuation which disparages the business of a competitor, or attacks the reputation, goods, prices, credit, service or advertising of any competitor or of any other industry, is an unfair and uneconomic practice and is prohibited.

(g) No product shall be sold at a concession in price in order to influence the sale of any lead product.

Returned Goods.

Art. IV—No merchandise shall be returned without first securing the consent of the manufacturer. On such goods as are accepted for return, a reasonable charge shall be made and freight must be prepaid by the shipper returning the merchandise, except in the case of defective products or where in some other way the manufacturer may be responsible.

Taxes.

Art. V—Any sales tax uniformly applicable upon all sellers shall be for buyer's account and shall be added to the selling price and paid by the buyer.

Production and New Capacity.

Art. VI—It is the consensus of opinion in the Lead Pigments Division of the Lead Industries Association that for the purpose of effectuating the policy of Title I of the National Industrial Recovery Act existing capacities for the production of lead pigments as defined in Art. II of the Master Code and reenumerated in the preamble hereof, should not be increased until such time as the fullest possible use of such existing facilities shall have proven inadequate to satisfy the demand for such pigments. Accordingly, unless and until this Supplementary Code shall have been so amended as to permit it, no present or prospective manufacturer of lead pigments shall construct or install any additional plant or equipment for such manufacture beyond that existing at the date of approval of this Supplementary Code by the President. The President may, however, at any time, suspend the operation of the provisions of this article.

Selling Below Cost and Dumping.

Art. VII—It is further the consensus of opinion in the Lead Pigments Division of the Lead Industries Association that the sale of the product of any manufacturer of lead pigments, as defined in Art. II of the Master Code and reenumerated in the preamble hereof, in competition with the product of other manufacturers of such pigments, at a price less than actual cost of production, such cost of production to include a fairly apportioned share of total general overhead, selling and administrative expense, is subversive to the best interests of the industry as a whole and of the purpose of Title I of the N. I. R. A. Accordingly, unless and until this Supplementary Code shall have been so amended as to permit it, no present or prospective manufacturer of lead pigments shall sell or offer for sale, in competition with the product of other manufacturers of such pigments, any part of his product at a price less than actual cost of production as hereinabove defined. The provisions of this Article shall apply
5802 to all persons whose manufacture of lead pigments is incidental to the manufacture of other products not embraced within the Lead Industries, as well as to those primarily engaged in the manufacture and sale of lead pigments. The President may, however, at any time suspend the operation of the provisions of this Article.

5803 **RESPONDENT'S EXHIBIT NO. 135.**

Lead Pigments Division,

Dry Products Committee.

New York, N. Y. August 9, 1933

A meeting of the Dry Products Committee of the Lead Pigments Division of the Lead Industries Association was held at the Lawyers Club, New York, N. Y., on Wednesday, August 9, 1933 at 10:15 A.M. The following were present:

Present:	Representing:
Harold Rowe, Chairman	National Lead Company
J. R. MacGregor	Eagle-Picher Lead Company
W. E. Maston	Eagle-Picher Lead Company
P. E. Sprague	Euston Lead Company
T. H. Zappert	Euston Lead Company
F. M. Carter	National Lead Company
J. G. McNair	National Lead Company
S. B. Coolidge, Jr.	Sherwin-Williams Company

R. L. Ziegfeld, Assistant Secretary.

Mr. Harold Rowe occupied the chair.

Dry White Lead.

The following paragraphs were tentatively adopted for inclusion in a Code of Fair Competition.

1. Contracts shall be made for a definite amount and to terminate at the end of each calendar quarter, with protection against decline on undelivered portions of contracts, to be billed at the expiration date, buyer to have the privilege of making spot purchases at the old price in the event of a price rise for an amount to be ordered and billed immediately on regular terms and shipped within 30 days from date of order.

2. No product shall be sold at a concession in price in order to influence the sale of any lead product.

3. Terms shall be 1% 10 days, net cash 30 days. Discount date may be extended to the 10th prox.

4. A list of consignment accounts shall be filed with the Secretary of the Lead Industries Association.

5. Off-grade dry white lead shall not be sold.

Nos 9, 11, 14, 15, 16, 17, 18, 19 and 20 as adopted for oxides and reported in the August 8 minutes shall also apply to dry white lead.

It was decided that differential contracts and sale of Grinders' Lead-In-Oil should be discussed at a later meeting when the names of differential customers would be submitted.

5804 The question of mixed cars carrying carload prices on small quantities was put over until it could be determined how this question would be treated by manufacturers of ZnO, lithopone, etc. It was felt that the practice should be eliminated.

Meeting adjourned at 2:30 P. M.

Harold Rowe,
Chairman,
Robert L. Ziegfeld,
Assistant Secretary.

5805 RESPONDENT'S EXHIBIT NO. 136.

Dry Products Committee,

Lead Pigments Division.

New York, N. Y. September 6, 1933.

A meeting of the Dry Products Committee of the Lead Pigments Division of the Lead Industries Association was held at the Commodore Hotel, New York City, on Wednesday, September 6, 1933 at 5:30 P. M.

Present:	Representing:
Harold Rowe, Chairman	National Lead Co.
F. O. Case	Anaconda Lead Products Co.
J. R. MacGregor	Eagle-Picher Lead Co.
W. E. Maston	Eagle-Picher Lead Co.
F. W. Potts	Eagle-Picher Lead Co.
T. H. Zappert	Euston Lead Co.
P. E. Sprague	Metals Refining Co.
J. G. C. McNair	National Lead Co.
F. M. Carter	National Lead Co.
S. B. Coolidge, Jr.	Sherwin-Williams Co.
A. P. Wetherill	Wetherill & Bro.
F. E. Wormser, Secretary.	

Mr. Harold Rowe occupied the chair.

In order to facilitate matters, the Chairman suggested that the Committee study the unfair trade practices listed in the Paint Code and also those approved by the White Lead-In-Oil Committee so as to select the ones desirable to include in a Code of Fair Competition for the Dry Products Committee group.

It was agreed to adopt the provisions accepted by the White Lead-In-Oil Committee on September 6 as follows:

Guaranteeing Paint Jobs; Misbranding, mislabeling and false advertising; Gifts to Employees of Another; Exchange of Goods; Inducing Breach of Contracts; Disparagement of Competitors; Returned Goods.

On motion duly made, seconded and carried, it was agreed to adopt the Price List paragraph accepted by the White Lead-In-Oil Committee on September 6 as follows:

The members of this group shall file with the Secretary their price lists together with terms and conditions of sale. Any change in the said lists and terms shall be reported promptly to the Secretary. Upon making a sale or quotation at variance with the previously reported price list or terms, each member shall notify the Secretary in writing promptly concerning the variation.

It was also agreed that the following interpretation should apply to the foregoing article on price lists:

5806 (1) On Dry White Lead differential contracts now in existence, the names only of customers, not the differentials, are to be reported to the Secretary. Any such contracts that may be made from this date forward are to be reported fully to the Secretary.

(2) Exceptions to the card prices are to be filed with the Secretary.

(3) New business would be reported immediately after the adoption of the above paragraphs.

It was also regularly moved, seconded and carried that the following paragraph on Sales Contracts be adopted for a Code of Fair Competition.

Uniform sales contracts specifically designed for use in selling Dry White Lead and Lead Oxides shall be developed as soon as practicable and thereafter used by all members after said contract forms shall have been adopted by a two-thirds vote of members manufacturing the products to which the contracts apply. From time to time changes in the uniform sales contracts may be made by a two-thirds vote of members manufacturing such products. All sales shall conform to the conditions set forth in the uniform sales contract forms.

Meeting adjourned at 8:00 P. M.

F. M. Carter,
Division Chairman.

Harold Rowe,
Committee Chairman,
F. E. Wormser,
Secretary.

5807 RESPONDENT'S EXHIBIT NO. 137.

Lead Oxide Committee,

Lead Pigments Division.

Chicago, Illinois. December 14 and 15, 1933.

A meeting of the Lead Oxide Committee of the Lead Pigments Division of the Lead Industries Association was held at the Stevens Hotel, Chicago, on December 14 and 15, 1933.

Present:	Representing:
Harold Rowe, Chairman	National Lead Co.
J. R. MacGregor	Eagle-Picher Lead Co.
E. H. Butzow	Hammond Lead Products, Inc.
Erwin Wilke	Hammond Lead Products, Inc.
Wm. Wilke	Hammond Lead Products, Inc.
P. E. Sprague	Metals Refining Co.
W. P. Carroll	National Lead Co.
S. B. Coolidge	Sherwin-Williams Company

F. E. Wormser, Secretary.

Mr. Harold Rowe occupied the chair.

After considerable discussion, it was agreed that ninety day contracts should be discontinued because it had become a general practice in the trade not to enforce delivery and on that account they were really only options to buy. It was decided that an outline for the sale of oxides on the basis of manufacturer's card price should be drawn up including certain conditions agreeable to all concerned. In this connection some of the points considered were:

(1) Additional price for red leads containing 95%, 97% and 98% Pb_3O_4.

(2) Protection against decline on orders for shipment within thirty days.

(3) Allowance for deliveries to one destination in 5-ton and in 20-ton lots.

It was the opinion of all present that the practice of selling oxides at a differential over pig lead had spread to such an extent that it had become one of the most serious abuses in the trade. It was voted to have presented

at the next meeting a basis for sale at the card price and also one at differentials over lead, one of the conditions of the latter to be that spot sales shall be based on pig lead at the close of the market on the date they are made.

5808 Pending the adoption of our code, it was decided that no new commitments would be made:

(1) On card price beyond February 28, 1934.

(2) On differential basis beyond 60 days. (After January 1, 1934, the limit becomes February 28.)

.....

Chairman,
F. E. Wormser,
Secretary.

5809 RESPONDENT'S EXHIBIT NO. 138.

Lead Oxide Committee,

Lead Pigments Division.

Chicago, Illinois. December 27-28, 1933.

A meeting of the Lead Oxide Committee of the Lead Pigments Division of the Lead Industries Association was held at the Stevens Hotel, Chicago, on December 27 and 28, 1933.

Present:	Representing:
Harold Rowe, Chairman	National Lead Company
R. M. Evans	Evans Lead Company
J. R. MacGregor	Eagle-Picher Lead Company
E. H. Butzow	Hammond Lead Products, Inc.
Wm. Wilke	Hammond Lead Products, Inc.
J. G. McGreevy	Metals Refining Company
P. E. Sprague	Metals Refining Company
W. P. Carroll	National Lead Company
S. B. Coolidge	Sherwin-Williams Company

Mr. Harold Rowe occupied the chair.

There was further discussion of the advisability of making quarterly contracts with small buyers. It was decided that these should be eliminated. The basis for sale at card price was submitted and approved in the form attached. Consideration was given to the question of establishing zones in the West and South where manufacturers would

make a uniform addition of their base prices to compensate for the high freight rates. It was suggested that all members investigate this matter so that action might be taken at the next meeting.

Regarding the clause in the code covering filing of price schedules, etc., it was agreed that exceptions reported to the Secretary should include all details and that in re-issuing the information to members of the group he shall give only the names of the buyer and the seller.

A basis for sale at differentials over lead was agreed upon but it was felt that there was no need of filing it with the code because all buyers in that classification would be considered as exceptions.

Harold Rowe,
Chairman,
F. E. Wormser,
Secretary.

5810 Schedule "A." January 6, 1934.

Outline of Basis for Sale of Lead Oxides.

A. "Sale" or "Order" as used herein refers to any transaction whereby a member of the industry quotes on, or becomes obligated to sell and deliver material.

B. Whatever terminology may be used, the intent and meaning thereof shall conform to the following requirements of sale:

(1) Material—Dry oxides of lead, or mixtures consisting principally thereof, each grade of material to be specifically designated.

(2) Quantity—Any amount as agreed between buyer and seller.

(3) Packages—As agreed between buyer and seller.

(4) Price—Seller's card or quoted price in effect on date order is received with allowance as follows:

(a) ½¢ per pound for minimum shipment of 5 tons at one time to one destination.

(b) ¾¢ per pound for minimum shipment of 20 tons to one destination by

(1) Rail in one carload.

(2) Truck within a period of three days.

Protection against decline in Seller's price may be given on less than five ton deliveries only, and shall not extend beyond the date of shipment.

Red Lead containing 97 per cent or 98 per cent Pb_3O_4

shall be so marked on the package and shall be sold at $\frac{1}{8}¢$ and $\frac{3}{8}¢$ per pound, respectively, over Seller's price for grades of lower Pb_3O_4 content.

(5) Delivery—F.O.B. cars Seller's shipping point, or by truck, F.O.B. Buyer's premises.

(6) Transportation Allowance—The actual freight paid by Buyer. No cartage allowance shall be made to Buyer for use of his own truck.

If shipment is made by Buyer's boat, Seller may allow actual amount he would have paid for like transportation at published rates in effect on date of shipment except that such allowance shall not exceed 40¢ per 100 pounds.

(7) Shipment—Within thirty days from date order is received.

(8) Terms—Net thirty days, less 1 per cent for cash in ten days from date of invoice.

(9) Taxes—Any tax or other charge imposed by Federal law upon the production and/or sale and/or shipment of lead oxides shall be added to the price to be paid by the Buyer on any transaction to which such charge is applicable.

TABLE 3.—PRODUCTS, BY CLASS, QUANTITY, AND VALUE, FOR THE UNITED STATES: 1925 TO 1931—Continued

[See note at head of this table]

CLASS	1931	1929	1927	1925
Paints, varnishes, and related products—Con.				
Pigments (colors) made for sale—Con.				
Whiting:				
Pounds	152,324,924	202,207,936	221,137,263	236,483,656
Value	$1,068,751	$1,513,634	$1,669,874	$1,979,964
Other dry colors (including barytes):				
Pounds	160,202,686	211,161,362	201,677,719	157,051,386
Value	$10,651,656	$14,697,886	$13,348,441	$8,536,358
Pulp colors, sold moist:				
Pounds	10,463,690	15,612,502	14,407,341	16,191,512
Value	$1,028,515	$1,389,690	$1,301,858	$1,381,461
Paints, total value	$154,004,708	$232,000,991	$221,538,902	$218,719,633
In paste form:				
Total pounds	242,528,011	401,546,094	408,722,058	434,583,529
Total value	$26,190,760	$46,665,996	$49,553,502	$55,706,427
White lead in oil:				
Pounds	130,106,356	232,938,353	252,743,419	260,193,429
Value	$13,063,267	$24,591,319	$28,063,217	$32,048,906
Combination whites:				
Pounds	41,617,117	61,762,830	53,927,072	48,923,460
Value	$3,641,661	$5,660,990	$5,248,046	$4,772,169
Red lead in oil:				
Pounds	4,222,648	6,980,118	4,671,988	4,787,224
Value	$461,797	$905,146	$592,329	$639,172
Zinc oxide in oil:				
Pounds	2,852,567	4,450,208	6,175,082	7,083,414
Value	$301,192	$486,317	$783,155	$907,803
Colors in oil:				
Pounds	22,526,847	33,194,913	32,819,211	
Value	$4,674,255	$6,900,814	$6,442,477	
Colors in japan:				
Pounds	1,520,889	2,635,976	3,441,224	113,596,002
Value	$483,681	$1,012,843	$1,411,989	$17,338,377
Other paints in paste form:				
Pounds	29,641,857	50,553,696	54,944,012	
Value	$3,464,857	$7,106,896	$6,992,339	
Water paints and kalsomines, dry and in paste form:				
Pounds	122,228,417	155,810,542	122,455,529	110,618,267
Value	$5,265,219	$7,092,017	$6,221,093	$4,626,269
Plastic paints:				
Pounds	14,851,424	(1)	(1)	(1)
Value	$1,392,044			
Mixed, ready for use:				
Total gallons	78,269,055	106,165,398	94,070,895	87,629,481
Total value	$121,145,680	$178,241,979	$165,694,398	$158,376,846
Paints in oil:				
Gallons	37,709,502	53,054,219	53,106,369	
Value	$62,522,576	$96,732,014	$97,760,426	
Undercoatings and primers:				
Gallons	6,704,541	12,089,640	7,106,418	
Value	$9,237,455	$17,315,189	$11,342,928	
Wall paints and mill whites, flat and gloss:				(1)
Gallons	15,963,329	19,469,773	15,357,289	
Value	$24,261,397	$31,946,834	$26,535,797	
Other ready-mixed and semipaste paints:				
Gallons	17,841,673	21,650,786	18,606,789	
Value	$24,082,252	$32,267,942	$30,094,247	
Varnishes, japans, and lacquers (including enamels), total value	$126,209,782	$204,981,492	$178,231,107	$142,855,191
Oleoresinous varnishes:				
Gallons	27,674,187	38,942,289	37,889,282	38,418,614
Value	$38,870,415	$67,749,386	$63,688,196	$48,374,882
Spirit varnishes, not turpentine:				
Gallons	5,857,697	7,379,230	6,216,421	7,117,396
Value	$7,426,580	$13,234,989	$12,446,814	$12,381,789
Varnishes other than oleoresinous and spirit:				
Gallons	5,206,492	8,476,206	8,736,449	4,681,294
Value	$6,606,638	$10,612,279	$12,757,023	$6,972,268

1 Not reported separately.

Note:

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is on card
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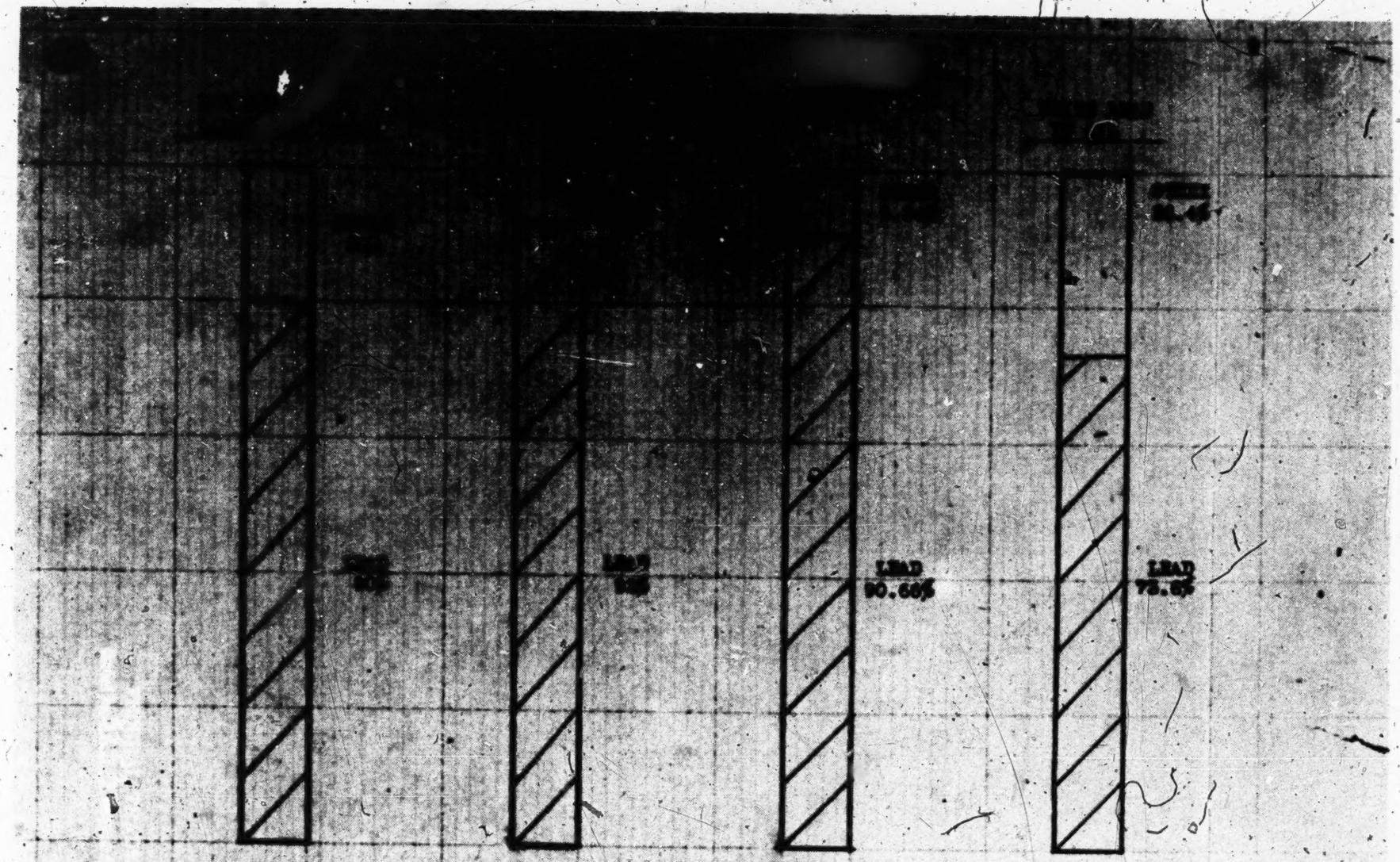
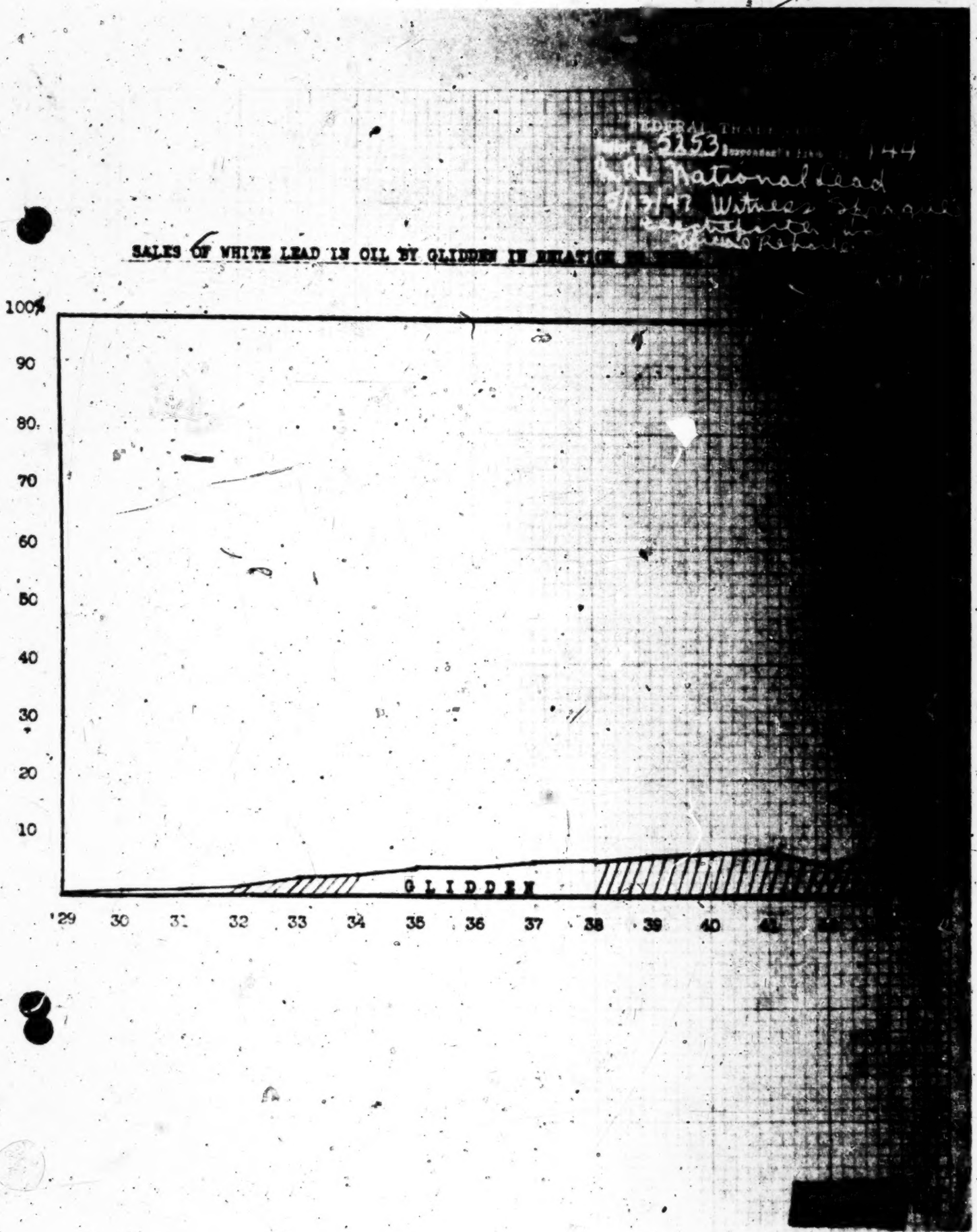


BASED ON AVERAGE CHEMICAL ANALYSIS OF COMMERCIAL LEAD PIGMENTS.


SALES OF WHITE LEAD IN OIL BY GLIDDEN IN RELATION
100%
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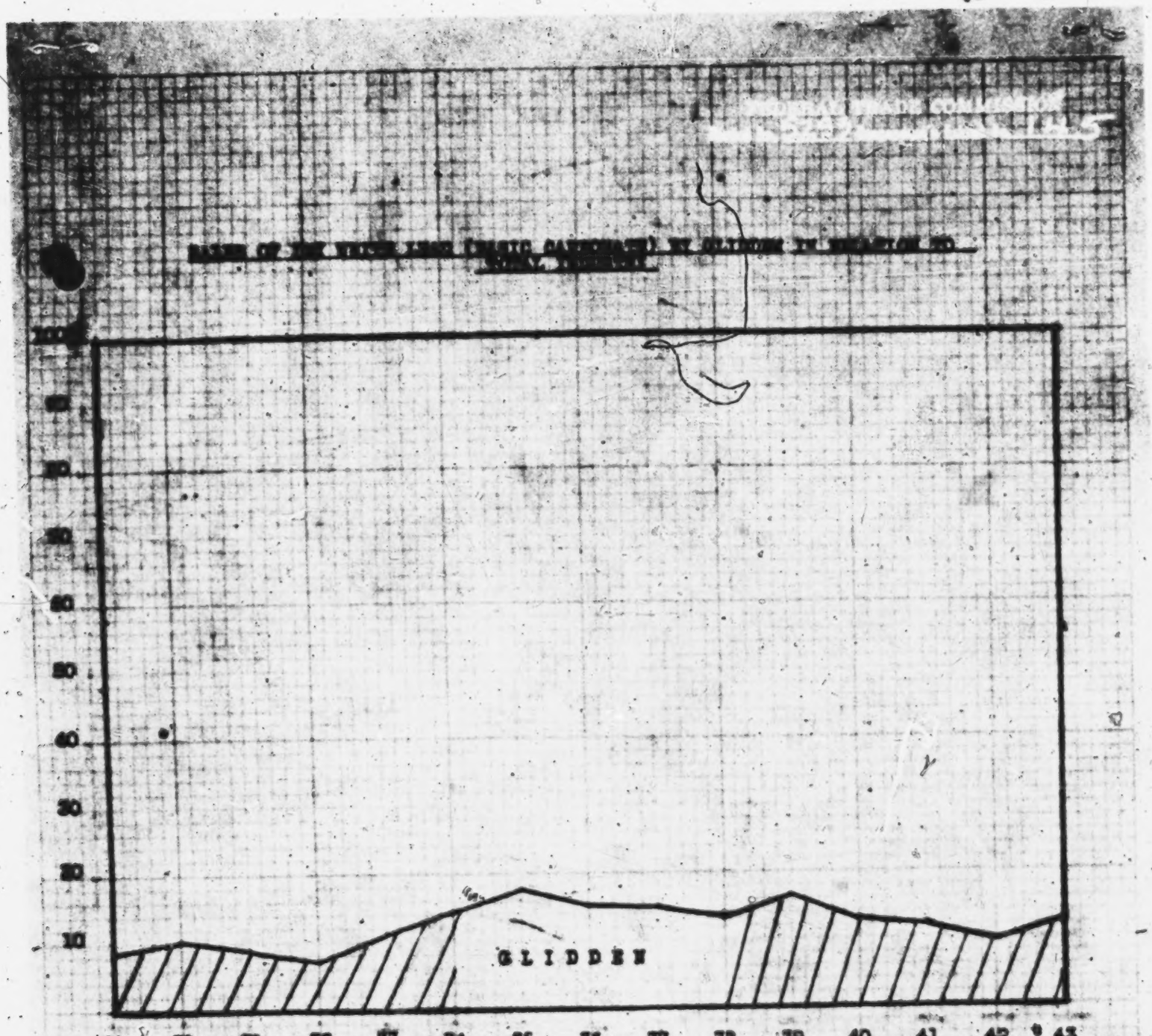
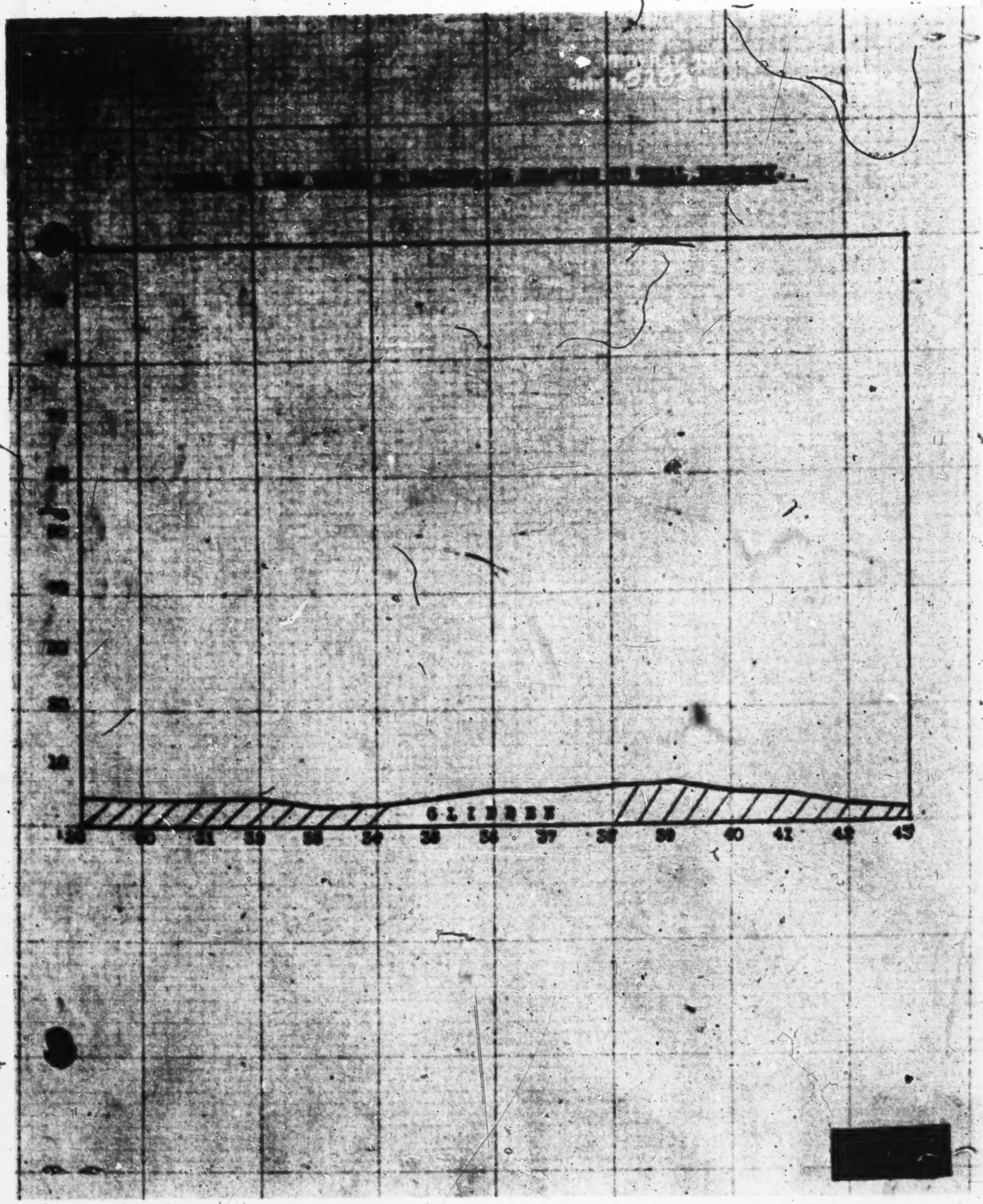


Respondent's Exhibit No. 146.



5821 RESPONDENT'S EXHIBIT NO. 148.

National Lead Company.

The following shows the differentials charged at all delivery and equalization points under the old system of selling white lead-in-oil, as compared to the differentials charged in supplying the same cities under our present zone system:

Delivery & Equalization Points	Differential Per Cwt. "Old System"	Differential Per Cwt. "Zone System"
Alabama		
Bessemer	$ .75	$ .375
Birmingham	.75	.375
Montgomery	.75	.375
Selma	.75	.375
Mobile	.25	.375
Arkansas		
Little Rock	.75	.375
Colorado		
Denver	.50	.50
Florida		
Jacksonville	.50	.375
Georgia		
Athens	.75	.375
Atlanta	.75	.375
Augusta	.75	.375
Columbus	.75	.375
Gainesville	.75	.375
Rome	.75	.375
Macon	.75	.375
Savannah	.50	.375
Iowa		
Burlington	.125	.125
Cedar Rapids	.125	.125
Clinton	.125	.125
Council Bluffs	.125	.125
Davenport	.125	.125
Des Moines	.125	.125
Dubuque	.125	.125
Fairfield	.125	.125

Delivery & Equalization Points	Differential Per Cwt. "Old System"	Differential Per Cwt. "Zone System"
Fort Dodge	.125	.125
Iowa City	.125	.125
Keokuk	.125	.125
Muscatine	.125	.125
McGregor	.125	.125
Oskaloosa	.125	.125
Ottumwa	.125	.125
Sioux City	.125	.125
Waterloo	.125	.125
Illinois		
Belleville	.125	Par
Bloomington	.125	Par
Cairo	.125	.125
Decatur	.125	Par
Galesburg	.125	Par
Moline	.125	.125
Peoria	.125	Par
Quincy	.125	Par
Rock Island	.125	.125
Springfield	.125	Par
Kansas		
Atchison	.125	.125
Leavenworth	.125	.125
Topeka	.25	.25
Hutchinson	.625	.25
Kansas City	.625	.125
Salina	.625	.25
Wichita	.625	.25

Kentucky		
Paducah	.125	.125
Louisiana		
New Orleans	.375	.375
Michigan		
Bay City	Par	Par
Detroit	Par	Par
Grand Rapids	Par	Par
Kalamazoo	Par	Par
Midland	Par	Par
Saginaw	Par	Par

Delivery & Equalization Points	Differential Per Cwt. "Old System"	Differential Per Cwt. "Zone System"
Escanaba	.125	Par
Ironwood	.125	Par
Menominee	.125	Par
Minnesota		
Duluth	.125	.125
Minneapolis	.125	.125
St. Paul	.125	.125
Winona	.125	.125
Missouri		
Hannibal	.125	.125
Kansas City	.125	.125
St. Joseph	.125	.125
St. Louis	Par	Par
Joplin	.375	.125
Springfield	.375	.125
Nebraska		
Lincoln	.125	.125
Omaha	.125	.125
North Carolina		
High Point	.50	.375
Charlotte	.50	.375
Greensboro	.50	.375
Winston-Salem	.50	.375
Fayetteville	.50	.375
Raleigh	.50	.375
Wilmington	.50	.375
Asheville	.875	.375
Oklahoma		
McAlester	.875	.50
Oklahoma City	.875	.50
Tulsa	.875	.50
South Carolina		
Charleston	.375	.375
Chester	.75	.375
Columbia	.75	.375
Union	.75	.375
South Dakota		
Aberdeen	.50	.25
Sioux Falls	.25	.25

Delivery & Equalization Points	Differential Per Cwt. "Old System"	Differential Per Cwt. "Zone System"
5823		
Texas		
Beaumont	$ .75	$ .75
Galveston	.75	.75
Houston	.75	.75
Amarillo	1.00	.75
Austin	1.00	.75
Cisco	1.00	.75
Corsicana	1.00	.75
Dallas	1.00	.75
Fort Worth	1.00	.75
Paris	1.00	.75
San Antonio	1.00	.75
Sherman	1.00	.75
Waco	1.00	.75
Wichita Falls	1.00	.75
El Paso	1.125	1.00
Virginia		
Charlottesville	.25	.125
Danville	.25	.125
Lynchberg	.25	.125
Norfolk	.25	.125
Newport News	.25	.125
Portsmouth	.25	.125
Petersberg	.25	.125
Roanoke	.25	.125
Richmond	.25	.125
Staunton	.25	.125
Winchester	.25	.125
Lexington	.25	.125
Suffolk	.25	.125
Bristol	.50	.25
Wisconsin		
Eau Claire	.125	.125
La Crosse	.125	.125
Superior	.125	.125
Wansan	.125	Par
* Average Differential Per Cwt. 123 Cities	.397	.254

* In changing over to present zone system, differentials charged 71 of the 123 Cities listed were decreased, 51 were unchanged and 1 (Mobile, Alabama) was increased.

5824 RESPONDENT'S EXHIBIT NO. 149.

National Lead Company.

The following is a comparison of the differentials charged under the old system of delivery and equalization points and under the present zone system in supplying white lead-in-oil to the 67 cities *covered by F. T. C. Sales Analysis:

Selected Cities Served	Differential Per Cwt. "Old System"	Differential Per Cwt. "Zone System"
Aberdeen, S. D.	$ .50	$ .25
Alexandria, Va.	.25	.125
Amarillo, Texas	1.00	.75
Atlanta, Ga.	.75	.375
Baltimore, Md.	Par	Par
Bismark, N. D.	.50	.25
Boston, Mass.	Par	Par
Bristol, Tenn.	.50	.25
Buffalo, N. Y.	Par	Par
Charleston, S. C.	.375	.375
Chicago, Ill.	Par	Par
Cincinnati, Ohio	Par	Par
Cleveland, Ohio	Par	Par
Council Bluffs, Ia.	.125	.125
Cour d'Alene, Ida.	*	*
Dallas, Texas	1.00	.75
Danville, Va.	.25	.125
Davenport, Ia.	.125	.125
Denver, Colo.	.50	.50
Detroit, Mich.	Par	Par
Des Moines, Ia.	.125	.125
Duluth, Minn.	.125	.125
El Paso, Texas	1.125	1.00
Fargo, N. D.	.50	.25
Fort Worth, Texas	1.00	.75
Houston, Texas	.75	.75
Indianapolis, Ind.	Par	Par
Jacksonville, Fla.	.50	.375
Kansas City, Mo.	.125	.125
Knoxville, Tenn.	.50	.25
Lincoln, Nebr.	.125	.125
Los Angeles, Cal.	*	*
Louisville, Ky.	Par	Par

Selected Cities Served	Differential Per Cwt. "Old System"	Differential Per Cwt. "Zone System"
Miami, Florida	.50	.375
Milwaukee, Wisc.	Par	Par
Minneapolis, Minn.	.125	.125
Nashville, Tenn.	.25	.25
New York, N. Y.	Par	Par
Ogden, Utah	*	*
Oklahoma City, Okla.	.875	.50
Omaha, Nebr.	.125	.125
Philadelphia, Pa.	Par	Par
Phoenix, Ariz.	*	*
Pittsburgh, Pa.	Par	Par
Portland, Ore.	*	*
Pueblo, Colo.	.50	.50
Raleigh, N. C.	.50	.375
Reno, Nevada	*	*
Richmond, Va.	.25	.125
Salt Lake City, Utah	*	*
San Francisco, Cal.	*	*
Santa Fe, N. M.	*	*
Seattle, Wash.	*	*
Sioux City, Ia.	.125	.125
Sioux Falls, S. D.	.25	.25
5825		
Spokane, Wash.	*	*
St. Louis, Mo.	Par	Par
St. Paul, Minn.	.125	.125
Tacoma, Wash.	*	*
Texarkana, Texas	1.00	.75
Union City, Tenn.	.25	.25
Walla Walla, Wash.	*	*
Washington, D. C.	Par	Par
Wheeling, W. Va.	Par	Par
Wichita, Kans.	.625	.25
Wichita Falls, Texas	1.00	.75
Yakima, Wash.	*	*
** Average Differential Per Cwt. 37 Cities	.466	.344

* Cities designated by asterisks are located in our Pacific Coast Branch and since there is no record to show whether or not the "old method" was followed in that Branch territory, no comparison was possible.

** Par and Pacific Coast Branch Cities not included.

5826 RESPONDENT'S EXHIBIT NO. 150.

Branch	States	White Lead Tons	Paint Gals.
Boston	Maine	188	4,635
	New Hampshire	100	7,373
	Massachusetts	1,682	53,331
	Totals	1,970	65,339
	Report	2,016	65,018
St. Louis	Alabama	23.3	290
	A kansas	140.0	4,558
	Colorado	83.9	570
	Florida	116.0	364
	Illinois	631.2	21,541
	Iowa	719.9	25,536
	Kansas	165.7	8,690
	Kentucky	15.4	823
	Louisiana	291.6	4,214
	Minnesota	361.0	20,933
	Mississippi	109.3	3,249
	Missouri	1,066.6	37,489
	Nebraska	238.3	6,873
	New Mexico	15.6	164
	North Dakota	12.0	175
	Oklahoma	75.0	5,759
	South Dakota	28.5	1,669
	Tennessee	172.8	406
	Texas	409.2	11,972
	Wisconsin	44.4	1,659
	Wyoming	21.0	158
	Totals	4,740.7	157,092
	Report	4,691	139,368

Respondent's Exhibit No. 150.

Branch	States	White Lead Tons	Paint Gals.
Atlantic	Connecticut	765.25	22,236
	Rhode Island	365.75	3,511
	Massachusetts	195.00	4,222
	New Jersey	2,082.25	40,373
	New York	3,221.00	71,670
	Pennsylvania	157.00	1,579
	Vermont	60.00	1,062
	Georgia	41.25	616
	Florida	69.25	48
	Totals	6,956.75	145,317
	Report	7,393	119,521
Pittsburgh	Maryland	11	200
	Ohio	295	12,213
	Pennsylvania	1,262	25,970
	West Virginia	56	2,120
	Totals	1,624	40,503
	Report	OK	38,354
5827			
Philadelphia	Delaware	64.2	1,982
	Georgia	14.0	102
	Maryland	415.7	3,281
	New Jersey	363.1	4,489
	North Carolina	364.9	6,542
	Pennsylvania	1,543.0	34,190
	South Carolina	122.7	1,610
	Virginia	1,029.4	5,640
	Washington, D. C.	689.7	5,667
	Totals	4,606.7	63,503
	Report	4,613	63,461
Chicago	Michigan	855	38,159
	Illinois	2,285	96,203
	Indiana	104	7,797
	Wisconsin	866	15,217
	Totals	4,110	157,376
	Report	OK	OK

Branch	States	White Lead Tons	Paint Gals.
Cincinnati	Alabama	86	2,117
	Georgia	105	665
	Indiana	361	16,324½
	Kentucky	172	4,195½
	North Carolina	48	1,768
	Ohio	627	24,823
	South Carolina	10	203
	Tennessee	132	1,728½
	Virginia	9	357
	W. Virginia	56	1,545
	Totals	1,606	53,726½
	Report	872	53,278
Buffalo	New York	718	8,303
Cleveland	Ohio	1,679	29,638

5828 RESPONDENT'S EXHIBIT NO. 151.

% Company's 1942 Sales of White Lead-in-Oil by States and Branches, Except Pacific Coast.

Branches	States	% White Lead Sales
Atlantic	Connecticut	2.731
	Florida	.243
	Georgia	.147
	Massachusetts	.696
	New Jersey	7.433
	New York	11.499
	Pennsylvania	.561
	Rhode Island	1.305
	Vermont	.214
	Total Atlantic Branch	24.829
Boston	Maine	.671
	Massachusetts	6.004
	New Hampshire	.357
	Total Boston Branch	7.032

Branches	States	% White Lead Sales
Buffalo	New York	2.563
	Total Buffalo Branch	2.563
Chicago	Illinois	8.157
	Indiana	.370
	Michigan	3.052
	Wisconsin	3.091
	Total Chicago Branch	14.670
Cincinnati	Alabama	.307
	Georgia	.374
	Indiana	1.290
	Kentucky	.614
	North Carolina	.171
	Ohio	2.238
	South Carolina	.035
	Tennessee	.472
	Virginia	.032
	West Virginia	.200
	Total Cincinnati Branch	5.733
Cleveland	Ohio	5.994
	Total Cleveland Branch	5.994
Philadelphia	Delaware	.229
	Georgia	.051
	Maryland	1.484
	New Jersey	1.296
	North Carolina	1.303
	Pennsylvania	5.588
	South Carolina	.438
	Virginia	3.675
	Washington, D. C.	2.462
	Total Philadelphia Branch	16,446
Pittsburgh	Maryland	.039
	Ohio	1.053
	Pennsylvania	4.505
	West Virginia	.199
	Total Pittsburgh Branch	5.796

Branches	States	% White Lead Sales
St. Louis	Alabama	.083
	Arkansas	.499
	Colorado	.299
	Florida	.417
	Illinois	2.253
	Iowa	2.570
	Kansas	.591
	Kentucky	.055
	Louisiana	1.041
	Minnesota	1.288
	Mississippi	.390
	Missouri	3.807
	Nebraska	.850
	New Mexico	.055
	North Dakota	.042
	Oklahoma	.267
	South Dakota	.101
	Tennessee	.616
	Texas	1.460
	Wisconsin	.159
	Wyoming	.074
	Total St. Louis Branch	16.917
	Total Nine Branches	99.980

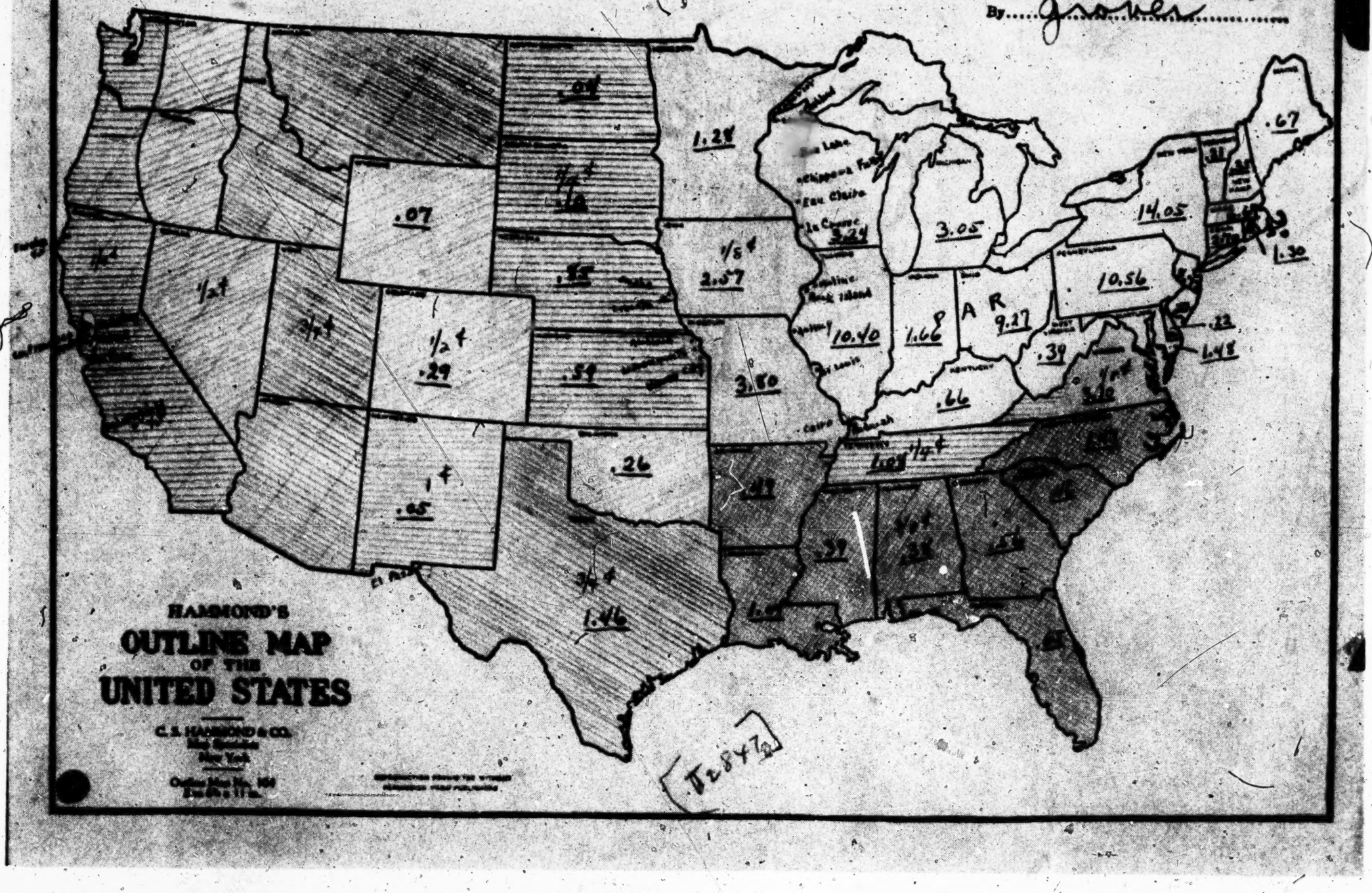
Resp 152-d

ORIGINAL EXHIBIT
to be returned to
FEDERAL TRADE COMMISSION

2-14
5253-4

SEC. C
Sheet 1

FEDERAL TRADE COMMISSION
Docket No. 5253 Respondent's Exhibit No. 152
IN THE MATTER OF National Lead
DATE 6/10/47 WITNESS Tibbetts
ELECTREPORTER, INC. Official Reporter
By Groves



Respondent's Exhibit No. 152.

RESPONDENT'S EXHIBIT NO. 153.

NATIONAL LEAD COMPANY

Branch Percentages of Company White Lead Paste Sales
Years 1920-1941

Years	Total Tons	Atlantic	Boston	Buffalo	Chicago	Cincinnati	Cleveland	J. T. Lewis	Pittsburgh	St. Louis	San Francisco
1920	78,002	21	4	2	31	4	3	11	4	13	7
1921	119,366	25	4	2	30	5	3	10	3	12	6
1922	123,450	26	4	2	29	4	3	10	3	12	7
1923	100,359	27	5	3	26	4	3	11	3	11	7
1924	109,218	28	5	2	27	5	3	11	3	10	6
1925	89,428	28	5	3	28	4	3	10	3	10	6
1926	87,233	29	5	2	28	4	3	11	3	10	5
1927	90,835	27	6	2	28	5	3	11	3	11	4
1928	85,071	29	6	2	17	6	4	12	4	15	5
1929	80,640	29	6	3	17	6	4	12	4	14	5
1930	55,314	28	7	2	18	5	4	11	5	15	5
1931	51,025	30	9	3	15	5	4	12	4	14	4
1932	37,179	31	9	3	14	5	4	12	4	14	4
1933	34,941	30	9	3	14	6	4	12	4	14	4
1934	39,774	28	8	2	13	6	5	15	5	14	4
1935	50,1(	25	8	3	15	6	5	14	5	15	4
1936	58,536	27	7	2	14	6	5	15	5	14	5
1937	42,672	22	8	2	14	6	5	14	6	17	6
1938	48,803	25	8	3	14	6	4	14	5	16	5
1939	46,183	25	8	2	13	6	5	14	5	16	6
1940	33,233	25	9	2	14	5	4	15	5	15	6
1941	36,857	27	8	2	13	5	5	15	5	14	6

Respondent's Exhibit No. 153. 2956

5832 **RESPONDENT'S EXHIBIT NO. 154.**

NATIONAL LEAD COMPANY

Price Changes Per Cwt. in Dollars

Dates	Pig Lead	Paste White Lead	Paste Red Lead	Dry White Lead	Lead Sulphate	Dry Red Lead	Litharge
1920							
Dec. 22	4.75						
1921							
Jan. 7				8.00	7.25	9.25	8.75
Feb. 15	4.60						
" 18	4.50						
" 19	4.40						
" 24	4.20						
" 25	4.00						
Mar. 28	4.10						
" 31	4.25						
Apr. 26	4.35						
" 27						8.75	8.25
" 28	4.50						
May 4	4.75						
" 10	5.00						
June 6	4.75						
" 10	4.50						
" 22	4.40						
July 27		12.25	13.75	7.25	6.75	8.00	7.50
Sept. 2	4.50						
" 9	4.60						
" 20	4.65						
" 23	4.70						
1922							
Mar. 30	4.80						
Apr. 3	4.90						
" 7	5.00						
" 20	5.10			7.50	7.00	8.25	7.75
" 24	5.25						
" 25						8.50	8.00
May 16	5.35						
" 18	5.50					8.75	8.25
" 29	5.65						
" 31		12.50	14.00	7.75	7.25	9.00	8.50
June 7	5.75						
Aug. 21	5.90						
Sept. 14	6.00						
" 19	6.10						
" 21		12.75	14.25	8.00	7.50	9.50	9.00
" 22	6.25						
" 26	6.35						
Oct. 6	6.50					9.65	9.15
Nov. 1	6.75						
" 2	7.00	13.25	14.75				
" 3				8.50	8.00	10.15	9.65
" 24	7.10						
Dec. 19	7.25						
" 23		13.50	15.00	8.75	8.25	10.40	9.90

NATIONAL LEAD COMPANY

Price Changes Per Cwt. in Dollars

Dates	Pig Lead	Paste White Lead	Paste Red Lead	Dry White Lead	Lead Sulphate	Dry Red Lead	Litharge
1923							
Jan. 9	7.40						
" 10	7.50						
" 11		13.75	15.25	9.00	8.50	10.65	10.15
" 22	7.75						
" 23	8.00	14.25	15.75	9.50	9.00	11.15	10.65
Feb. 23	8.10						
Mar. 1	8.15						
" 2	8.25	14.50	16.00	9.75	9.25	11.40	10.90
Apr. 19	8.00						
" 28	7.75						
May 2	7.50						
" 9	7.25						
June 21	7.00						
" 28	6.85						
5833							
July 2	6.65			9.25	8.75	10.90	10.40
" 3	6.50						
" 5	6.35						
" 6	6.25						
" 9	6.10						
" 10	6.00						
" 23	6.25						
" 27	6.50						
Aug. 27	6.75						
Sept. 13	6.85						
Oct. 25	6.75						
Nov. 13	6.85						
Dec. 1	7.00						
" 5	7.25						
" 19	7.40						
" 29	7.50						
1924							
Jan. 2	7.75						
" 8		14.25	15.75	9.50	9.00	11.15	10.65
" 10	7.90						
" 18	8.00						
" 31		14.50	16.00	9.75	9.25	11.50	11.00
Feb. 1	8.15						
" 7	8.25						
" 14	8.40						
" 15	8.50						
" 21	8.70	14.75	16.25	10.00	9.50	11.75	11.25
" 27	8.90						
" 28	9.00	15.00	16.50	10.25	9.75	12.00	11.50
Apr. 3	8.75						
" 9	8.50						
" 11	8.25						
" 24	8.00						

Respondent's Exhibit No. 154.

NATIONAL LEAD COMPANY

Price Changes Per Cwt. in Dollars

Dates	Pig Lead	Paste White Lead	Paste Red Lead	Dry White Lead	Lead Sulphate	Dry Red Lead	Litharge
May 5	7.75						
" 7	7.50						
" 15	7.25						
" 22	7.00						
June 10						10.50	10.00
" 19		14.50	16.00	9.75	9.25		
July 23	7.25						
" 29	7.50						
Aug. 11	7.75						
" 12						11.00	10.50
" 20		14.75	16.25	10.00	9.50		
Oct. 20	8.25						
" 23	8.40	15.00	16.50	10.25	9.75	11.50	11.00
" 25	8.50						
" 27	8.65						
" 28		15.25	16.75	10.50	10.00	11.75	11.25
Dec. 8	8.75						
" 10	8.90						
" 11	9.00					12.25	11.75
" 15	9.25						
" 16		15.50	17.00	10.75	10.25	12.50	12.00
" 18	9.35						
" 19		15.75	17.25	11.00	10.80	12.75	12.25
" 23	9.50						
" 26	9.60						
1925							
Jan. 2	9.75						
" 5	10.00						
" 6		16.25	17.75	11.50	11.00	13.25	12.75
" 8	10.25						
" 12	10.50						
" 14		16.75	18.25	12.00	11.50	13.75	13.25
" 21	10.00						
" 30	9.75						
" 31		16.25	17.75	11.50	11.00	13.25	12.75
5834							
Feb. 13	9.50						
" 17	9.20						
Mar. 3	9.00	16.00	17.50	11.25	10.75	13.00	12.50
" 26	8.75						
" 31	8.50						
Apr. 7	8.25	15.75	17.25	10.75	10.25	11.75	11.25
" 16	8.00						
" 18	7.85						
" 21	7.75						
May 14	7.90						
" 19	8.00						
" 22	8.15						
" 25	8.25						
" 28	8.40						

NATIONAL LEAD COMPANY

Price Changes Per Cwt. in Dollars

Dates	Pig Lead	Paste White Lead	Paste Red Lead	Dry White Lead	Lead Sulphate	Dry Red Lead	Litharge
June 18	8.30						
" 24	8.20						
" 26		15.25	16.75	10.25	9.50	11.50	11.00
" 29	8.10						
" 30	8.00						
July 20	8.10						
" 21	8.20						
" 30	8.30						
Aug. 3	8.50						
" 5	8.75						
" 8	8.90						
" 11	9.00						
" 13	9.15						
" 14	9.25						
" 17				10.75	10.00	12.00	11.50
" 19	9.40						
" 26	9.50						
Sept. 17						12.25	11.75
Nov. 2	9.75						
" 30	9.50						
Dec. 8	9.25						
1926							
Feb. 11	9.15						
" 25	9.00						
Mar. 1	8.90						
" 3	8.75						
" 8	8.60						
" 10	8.40						
" 12	8.20						
Apr. 7	8.00						
" 19	7.85						
May 11	7.75						
" 21	7.65						
June 10	7.80						
" 11	8.00						
" 15	8.15						
" 17	8.25						
July 13	8.40						
" 14	8.50					11.75	11.25
" 23	8.65						
" 26	8.75					12.00	11.50
" 30	8.90						
Sept. 14	8.75						
Oct. 1	8.65						
" 4	8.50					11.75	11.25
" 14	8.35						
" 25	8.25					11.50	11.00
Nov. 1	8.10						
" 8	8.00					11.25	10.75
" 18				10.25	9.75		
" 22					9.50		

Respondent's Exhibit No. 154.

NATIONAL LEAD COMPANY

Price Changes Per Cwt. in Dollars

Dates	Pig Lead	Paste White Lead	Paste Red Lead	Dry White Lead	Lead Sulphate	Dry Red Lead	Litharge
Dec. 5	7.90						
" 15	7.80						
" 16		14.50	16.00	9.75	9.00		
1927							
5835							
Jan. 6	7.65					11.00	10.50
" 20	7.50					10.75	10.25
" 25	7.40						
Mar. 2	7.55						
" 3	7.65						
" 23	7.55						
" 25	7.45						
" 29	7.35						
Apr. 4	7.25					10.50	10.00
" 18	7.15						
" 20	7.00					10.25	9.75
" 29	6.85						
May 2	6.75					10.00	9.25
" 16	6.65						
" 19	6.50						9.00
" 26	6.40						
June 16		13.75	15.25	9.00	8.25	10.00	9.00
July 1	6.30						
" 7	6.20					9.75	8.75
" 20	6.30						
" 21	6.40						
" 22	6.50					10.00	9.00
" 29	6.60						
Aug. 3						10.25	9.25
" 4	6.75						
" 24	6.60						
" 30	6.50					10.00	9.00
Sept. 6	6.40						
" 9	6.25					9.75	8.75
Nov. 17		13.25	14.75	8.50	7.75		
" 28	6.30						
" 29	6.40						
Dec. 1	6.50					10.00	9.00
1928							
Feb. 10	6.35						
" 20	6.25					9.75	8.75
" 27	6.15						
" 29	6.00					9.50	8.50
Apr. 2	6.10						
May 25	6.20						
" 29	6.30					9.75	8.75
July 9	6.20						
Aug. 23	6.30						
" 27	6.40						

NATIONAL LEAD COMPANY

Price Changes Per Cwt. in Dollars

Dates	Pig Lead	Paste White Lead	Paste Red Lead	Dry White Lead	Lead Sulphate	Dry Red Lead	Litharge
Sept. 17	6.50					10.00	9.00
Nov. 9	6.35						
" 20				8.25			
Dec. 3	6.50						
1929							
Jan. 2	6.65						
" 17				8.50	8.00		
Feb. 6	6.75					10.25	9.25
" 11	6.85						
" 19	6.95						
" 23		13.50	15.00	8.75	8.25		
" 27	7.10					10.50	9.50
Mar. 6	7.25					10.75	9.75
" 19	7.50	13.75	15.25	9.00	8.50	11.00	10.00
" 20	7.75					11.25	10.25
" 21	7.50						
Apr. 4						11.00	10.00
" 8	7.25					10.75	9.75
" 10	7.15						
" 15	7.00					10.50	9.50
5836							
July 5	6.90						
" 10	6.75					10.25	9.25
Sept. 5	6.90						
Oct. 22		14.25	15.25				
" 29	6.75						
" 31	6.50					10.00	9.00
Nov. 6	6.35						
" 7	6.25					9.75	8.75
1930							
Jan. 3				8.25	8.75		
Feb. 27	6.10						
Mar. 3	6.00					9.50	8.50
" 6	5.85						
" 7	5.75					9.25	8.25
" 8	5.60						
" 10	5.50						
" 25	6.65						
" 26	5.75						
Apr. 4	5.60						
" 7	5.50					9.00	8.00
" 24		13.75	15.25	7.75	7.25		
May 12	5.60						
" 20	5.50						
June 17	5.40						
" 23	5.25					8.75	7.75
Aug. 1	5.35						
" 4	5.50					9.00	8.00

Respondent's Exhibit No. 154.

NATIONAL LEAD COMPANY

Price Changes Per Cwt. in Dollars

Dates	Pig Lead	Paste White Lead	Paste Red Lead	Dry White Lead	Lead Sulphate	Dry Red Lead	Litharge
Oct. 1	5.35						
" 4	5.25					8.75	7.75
" 7	5.20						
" 8	5.15						
" 10	5.10						
Dec. 1				7.25	6.75		
1931							
Jan. 2		13.25	14.75				
" 5	5.00					8.50	7.50
" 7	4.85						
" 8	4.75					8.25	7.25
Feb. 3	4.60						
" 4	4.50					8.00	7.00
" 19	4.60						
Mar. 10	4.50						
Apr. 23	4.35						
" 24	4.25					7.75	6.75
" 28	4.10						
" 29	4.00					7.50	6.50
May 8	3.85						
" 11	3.75					7.25	6.25
June 22	4.00					7.50	6.50
" 23	4.15						
" 24	4.25					7.75	6.75
" 25	4.40						
Oct. 2	4.25						
" 5	4.00					7.50	6.50
" 20	3.75					7.25	6.25
" 28	4.00					7.50	6.50
Nov. 2	3.85						
" 10	4.05						
" 19	3.95						
" 23	3.85						
Dec. 14	3.75						
" 28		12.00	13.50	6.50	6.00	6.75	5.75

5837

1932							
Feb. 26	3.50						
Mar. 1	3.25						
" 15	3.15						
" 23	3.00						
June 29	2.95						
July 1	2.90						
" 5	2.85						
" 8	2.80						
" 11	2.70						
" 12						6.25	5.25
" 18	2.65						
" 27	2.80						
" 28	2.95					6.50	5.50

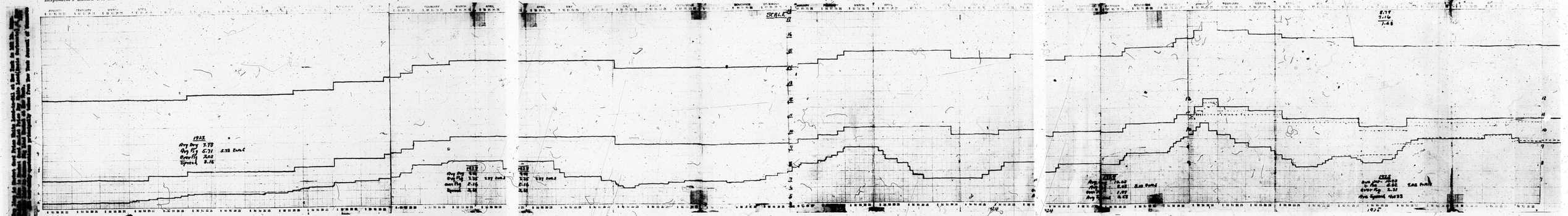
NATIONAL LEAD COMPANY

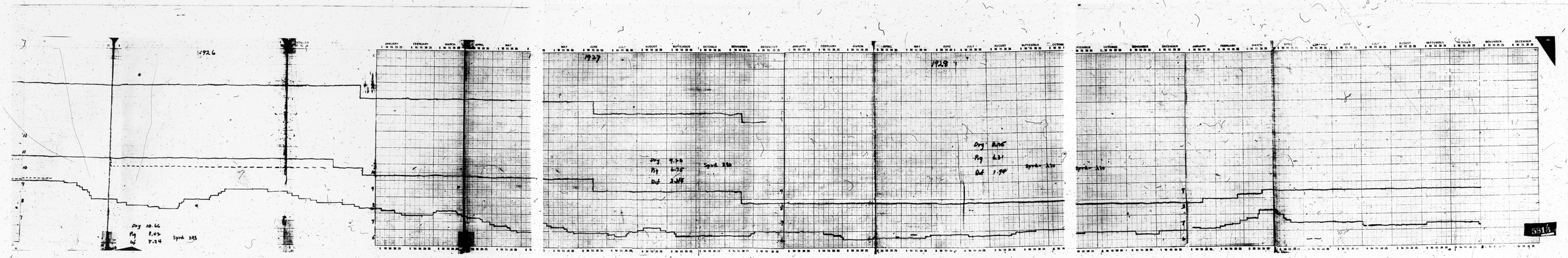
Price Changes Per Cwt. in Dollars

Dates	Pig Lead	Paste White Lead	Paste Red Lead	Dry White Lead	Lead Sulphate	Dry Red Lead	Litharge
Aug. 4	3.00						
" 5	3.10						
" 16	3.20					6.75	5.75
" 17	3.30						
" 23	3.40						
" 26	3.50					7.00	6.00
" 30	3.60						
Sept. 20	3.50						
" 21	3.40						
" 26	3.30						
" 27	3.15						
" 28	3.00					6.50	5.50
Oct. 3	3.10						
" 4	3.25					6.75	5.75
" 7	3.15						
" 10	3.00						
Nov. 9	3.15						
" 18	3.00						
Dec. 30		11.00	11.50	6.00	5.50		
1933							
Mar. 8	3.25					6.75	5.75
" 10	3.35						
" 21	3.25						
" 22	3.10						
" 23	3.00					6.50	5.50
Apr. 11	3.25					6.75	5.75
" 20	3.50					7.00	6.00
May 8	3.65						
" 25	3.75					7.25	6.25
" 29	3.90						
" 31	4.10					7.50	6.50
June 1				6.50	6.00		
" 9	4.20						
July 5	4.30					7.75	6.75
" 7	4.40						
" 10	4.50					8.00	7.00
Oct. 16	4.40						
" 17	4.25					7.75	6.75
" 18	4.10						
" 19	4.00					7.50	6.50
" 25	4.15						
" 26	4.30					7.75	6.75
Nov. 29	4.15						
Dec. 1	4.05						
" 4	4.15						

1934							
Jan. 1				6.75	6.25		
" 2	4.00						

Respondent's Exhibit No. 141. 2947

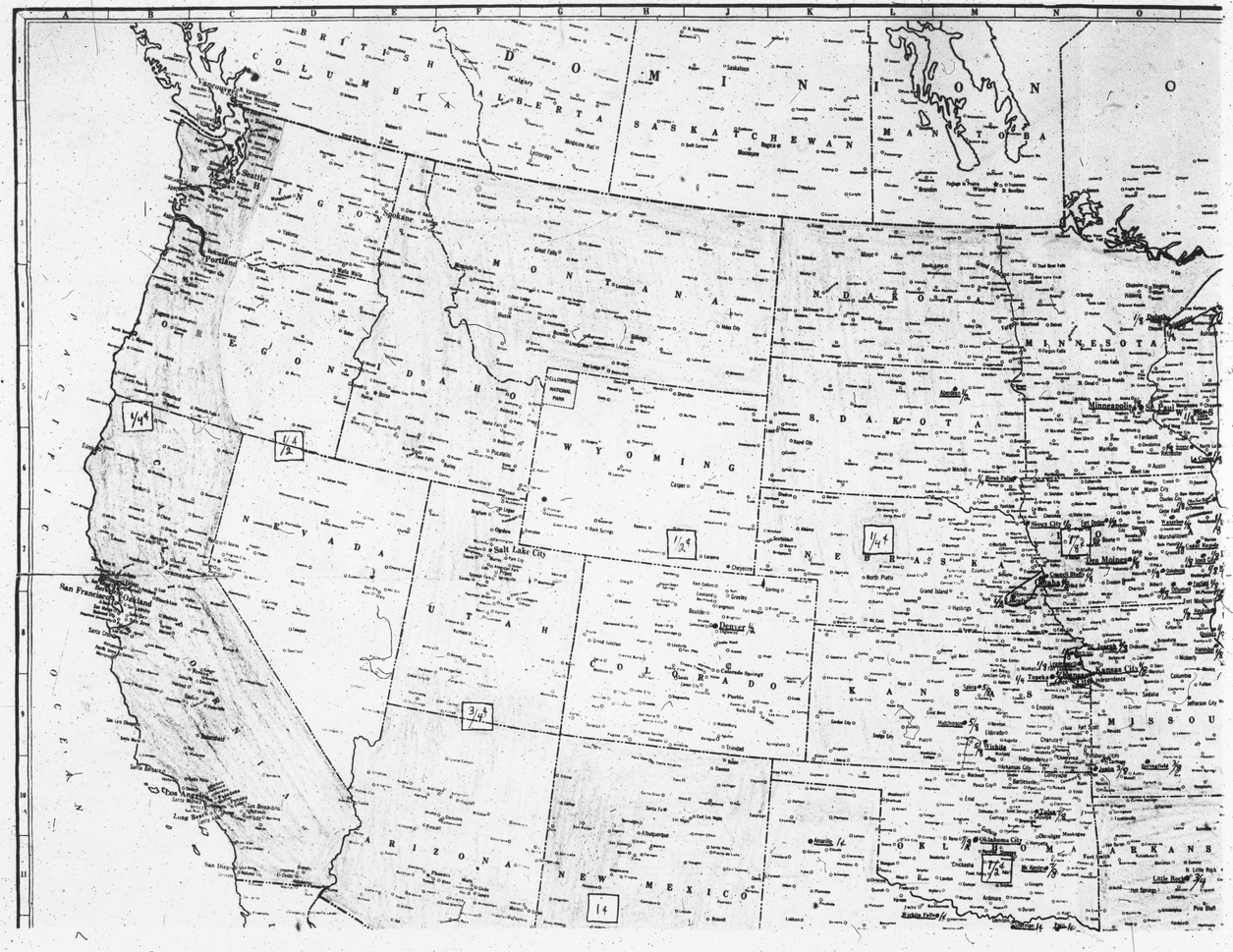



1926
Dry 10.66
Pig 8.42
Def 7.24
Sprd 3.93
1927
Dry 9.76
Pig 6.75
Def 2.15
Sprd 3.80
1928
Dry 8.75
Pig 6.31
Def 1.94
Sprd 2.10
Sprd 2.10
5313

J-13 SEC. C
D537-1, SHELF 1

FEDERAL TRADE COMMISSION
DATE 5/3 RESPONDENT'S EXH. NO. 147
IN THE MATTER OF Hall Lead
DATE 6/10/47 WITNESS Dibbell
KLEINSTEUPORTER, INC. OFFICIAL REPORTERS
WASHINGTON, D. C.

ORIGINAL EXHIBIT
to be returned to
FEDERAL TRADE COMMISSION


BRITISH COLUMBIA
ALBERTA
SASKATCHEWAN
MANITOBA
WASHINGTON
OREGON
IDAHO
MONTANA
NORTH DAKOTA
MINNESOTA
SOUTH DAKOTA
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Omaha
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Wichita
Oklahoma City
Amarillo
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Hot Springs
Texarkana
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Tulsa
Muskogee
Pueblo
Grand Junction
Cheyenne
Casper
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Great Falls
Minot
Bismarck
Fargo
Duluth
Yellowstone National Park
Glacier National Park
Rainier
Boulder
Grand Island
North Platte
Lincoln
Topeka
Salina
Dodge City
Hutchinson
Enid
Ponca City
Guthrie
Shreveport
Monroe
Alexandria
Lake Charles
Beaumont
Port Arthur
Houston
Galveston
Corpus Christi
Brownsville
Laredo
Del Rio
San Antonio
Austin
Waco
Fort Worth
Dallas
Abilene
Sweetwater
Big Spring
Midland
Odessa
Pecos
El Paso
Las Cruces
Roswell
Carlsbad
Clovis
Lubbock
Plainview
Amarillo
Borger
Pampa
Woodward
Alva
Enid
Perry
Stillwater
Tulsa
Muskogee
Fayetteville
Fort Smith
Texarkana
Hope
Pine Bluff
Little Rock
Hot Springs
Jonesboro
Blytheville
Memphis
Greenville
Vicksburg
Jackson
Meridian
Laurel
Hattiesburg
Natchez
Baton Rouge
New Orleans
Lafayette

HOW WHITE LEAD AND RED LEAD ARE MANUFACTURED

MINING: Lead is mined in many parts of the world and extensive deposits exist in this country, Canada, Mexico and South America. Chiefly, lead ore is found in the form of galena (lead sulphide) and is frequently associated with silver and zinc ores. Most of the lead mines are deep and only in a few is the ore located near the surface.

CONCENTRATION SYSTEM: After the ore is mined in chunks of various sizes it is broken up in huge crushers. When about the size of coarse sand the ore is mixed with water and placed on a riffle table like those shown above. The table vibrates with a jerky motion and is so constructed that the flowing water combined with the motion brings about the separation of the heavy lead-bearing particles and the lighter rock.

SMELTING: The concentrate is placed in a furnace where the sulphur is burned out, then charged into a blast furnace and reduced to a molten state. This separates the lead from the slag or worthless residue and the former can be poured out into a huge wheeled pot, as shown above.

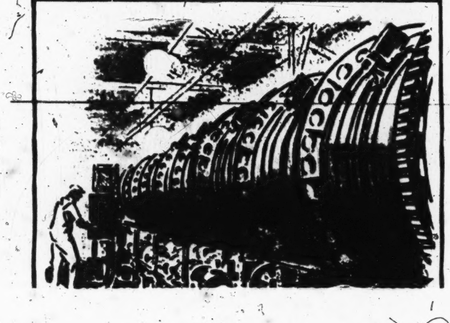
DESILVERIZING KETTLE: The molten lead is transferred to this large kettle where slabs of zinc are thrown in. The zinc quickly melts, alloys with the silver and floats to the top where the alloy is skimmed off. After further refining the lead is ready for the next and final step.

PIG CASTING MACHINE: Here the lead is poured into moulds to cool and form blocks about 4 by 5 by 23 inches and weighing about 90 pounds each. These pigs are the smelter's finished product and it is in this form that lead goes to the various manufacturers of lead products.

WHITE LEAD MANUFACTURE

CARTER PROCESS

ATOMIZER: In the Carter process molten lead is atomized to very small particles by allowing it to flow through a nozzle into an air stream formed by compressed air. The finely powdered lead particles are then placed on the bottom of a cylinder.



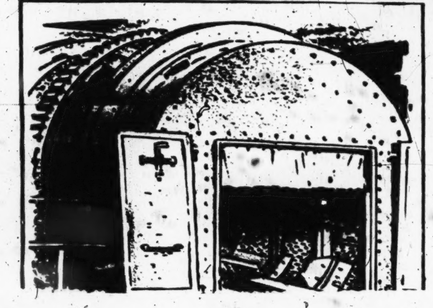
CARTER CYLINDER: This is a slowly revolving wooden drum equipped with water and acetic acid sprays and connections for circulating carbon dioxide gas through the entire cylinder. The combination of acid and gas converts the lead to white lead ($2PbCO_3 \cdot Pb(OH)_2$—basic lead carbonate) in about 10 days. The white lead then goes to the drag box.

DRAG BOX: This is a water-tight oblong tank about 25 feet long. The bottom is inclined so the mixture flows down to one end where the smaller and lighter particles overflow. The remaining mixture, mostly coarse particles, is dragged back up by cleats fastened on two endless chains. This separating process continues until particles too large for use are finally discarded.

DUTCH PROCESS

CASTING BUCKLES: The pig lead is first cast into buckles.* This is done in molds linked together in an endless chain. As the molds pass under spouts they are filled with molten lead which quickly solidifies so that the finished buckle is ejected from the mold as it passes over the pulley for the return trip.

**Originally so named because of their fancied resemblance to the shoe buckles of Colonial times.*

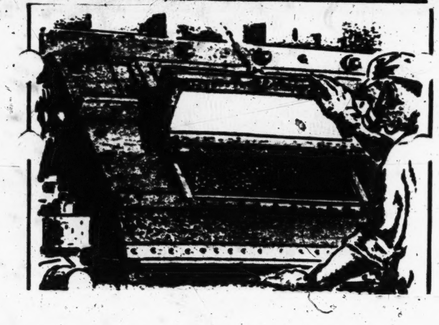


BUCKLE BEATER: When the stack is dismantled the buckles have become white and very brittle. Placed in the buckle beater — a large revolving cylindrical screen — they are broken up and any large pieces of uncorroded lead separated out.

CASTING BUCKLES: The pig lead is first cast into buckles.* This is done in molds linked together in an endless chain. As the molds pass under spouts they are filled with molten lead which quickly solidifies so that the finished buckle is ejected from the mold as it passes over the pulley for the return trip.

**Originally so named because of their fancied resemblance to the shoe buckles of Colonial times.*

BUILDING A STACK: The metallic lead buckles are placed in a corroding stack about 20 feet square. The corrosion takes place in earthenware pots which have a well in the bottom to hold about a half pint of weak acetic acid and a shoulder above the well to support from 10 to 14 buckles. A layer of pots filled as described is placed on a layer of tanbark. Then a layer of planks and another layer of tanbark, a layer of pots and so on to a height of about 20 feet. A fine connecting each layer runs up through the stack for the escape of fumes. The heat generated (160°-180° F.) volatizes the acid and in from 100 to 120 days the metallic lead becomes white lead (basic lead carbonate).



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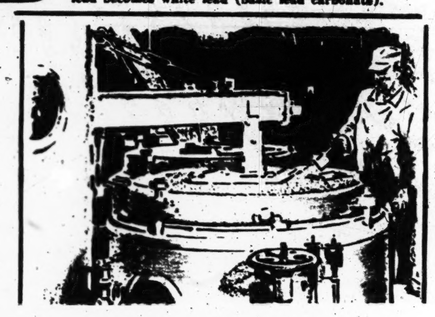
CRUSHER: From the buckle beater the corroded particles go into a crushing mill to be further reduced in size and then into a series of cylindrical screens for sifting out whatever metallic lead remains. At this stage the white lead is about like fine white sand, but not nearly fine enough for paint.

WATER GRINDING: Water is added to the white lead and the mixture is passed between heavy revolving stones. These stones reduce the particle size still further until most of the white lead is fine enough for use in paint. The coarse particles must be separated out and for this the mixture first goes to the drag box.



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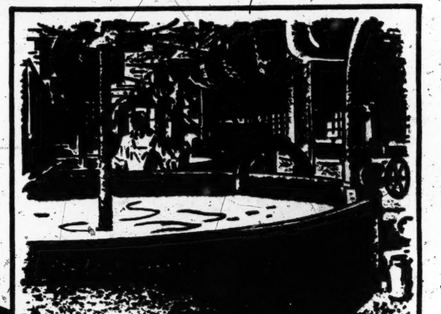


SETTLING TUB: Here the white lead settles gradually, after which most of the water can be siphoned off from the top. The pulpy mass remaining still contains water, however, and to remove this it is put through the pulping machine.

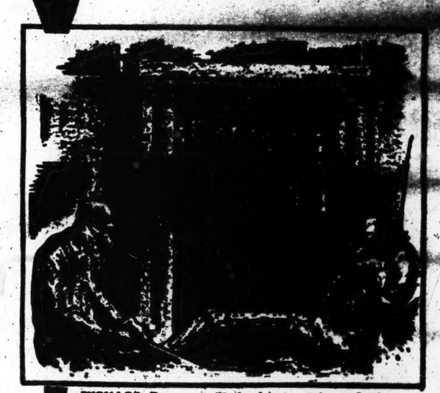
SCREENING: This step takes out all the lumps from the dry red lead. Some of the red lead goes directly to market in this form to be used for paint and for storage batteries. Other paint users prefer their red lead in paste or paint form and for this reason the dry red lead is ground in oil by placing it in a mixer.

MILL: The red lead is still rather coarse and lumpy so the next step is thorough milling followed by screening.

FURNACE: Pure metallic lead is heated to a high temperature in the presence of air which changes it to litharge (PbO).* This yellowish material is finely ground and reintroduced into the furnace. With further heating and oxidation it turns to red lead (Pb_3O_4).

**Large quantities of litharge are used in the plates of electric storage batteries.*

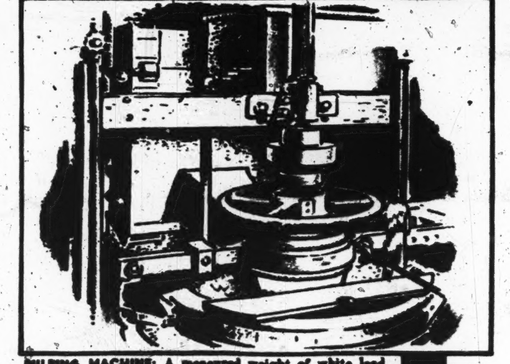
RED LEAD MANUFACTURE



FURNACE: Pure metallic lead is heated to a high temperature in the presence of air which changes it to litharge (PbO).* This yellowish material is finely ground and reintroduced into the furnace. With further heating and oxidation it turns to red lead (Pb_3O_4).

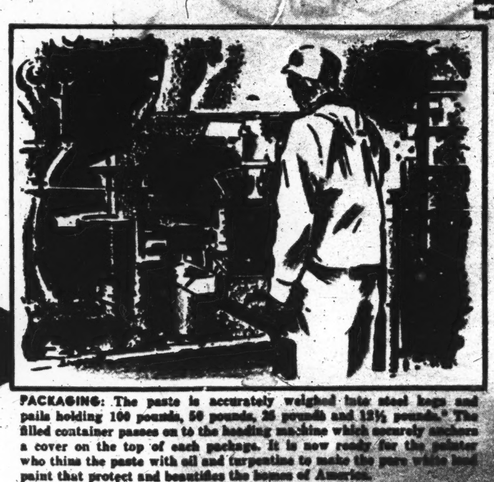
**Large quantities of litharge are used in the plates of electric storage batteries.*

MATERIALS



PULPING MACHINE: A measured weight of white lead pulp, containing water, is fed into the top of a cylindrical tank, about 5 feet in diameter and 15 feet high. A carefully measured quantity of pure linseed oil is added. The mass is then steam heated and thoroughly agitated with large paddles. As this goes on each white lead particle unites with linseed oil so closely the water is driven out, comes to the top and is drawn off.

ROLLER MILL: The white lead and linseed oil mixture is thoroughly ground by passing between a series of five heavy steel rollers revolving at a very high speed. If soft paste is to be made, volatile thinner is added at this point. As it comes off the last roller the white lead paste is ready for the final step.



PACKAGING: The paste is accurately weighed into steel kegs and pails holding 100 pounds, 50 pounds, 25 pounds and 12½ pounds.* The filled container passes on to the heading machine which securely fastens a cover on the top of each package. It is now ready for the painter who thins the paste with oil and turpentine to make the pure white lead paint that protect and beautifies the homes of America.

**White lead is also packaged as a ready to use paint, mixed with oil, thinner and dryer in quart, gallon and five-gallon cans. Likewise, ready mixed red lead paint is available in several different forms, including a quick-drying type.*

Respondent's Exhibit No. 156.
2959

Respondent's Exhibit No. 154.

NATIONAL LEAD COMPANY

Price Changes Per Cwt. in Dollars

Dates	Pig Lead	Paste White Lead	Paste Red Lead	Dry White Lead	Lead Sulphate	Dry Red Lead	Litharge
Apr. 9	4.10						
" 10	4.25						
May 17	4.15						
" 18	4.00						
" 28						7.50	6.50
June 28	3.85						
" 29	3.75					7.25	6.25
July 20	3.80						
" 23	3.85						
" 27	3.75						
Aug. 24	3.70						
" 27	3.75						
Sept. 6	3.70						
" 21	3.65						
" 25	3.60						
Oct. 17	3.65						
" 18	3.70						
Nov. 5	3.65						
" 7	3.60						
" 16	3.55						
" 19	3.50					7.00	6.00
Dec. 14	3.60						
" 17	3.70						
1935							
Jan. 30	3.60						
Feb. 1	3.50						
" 13	3.55						
" 18	3.60						
" 28	3.65						
Apr. 15	3.70						
" 22	3.75					7.25	6.25
May 13	3.80						
" 15	3.85						
" 16	3.90						
" 20	3.95						
" 21	4.10					7.50	6.50
" 22	4.25					7.75	6.75
" 27	4.35						
" 31	4.25						
June 3	4.10						
" 6	4.00					7.50	6.50
July 5	4.05						
" 8	4.10						
" 9	4.15						
Aug. 2	4.20						
" 20	4.25					7.75	6.75
" 21	4.30						
" 22	4.35						
Sept. 10						8.00	7.00
" 19	4.50						
Oct. 7	4.60						
" 10	4.50						

NATIONAL LEAD COMPANY

Price Changes Per Cwt. in Dollars

Dates	Pig Lead	Paste White Lead	Paste Red Lead	Dry White Lead	Lead Sulphate	Dry Red Lead	Litharge
1936							
Feb. 26	4.55						
" 27	4.60						
Apr. 1		11.50	12.00				
Oct. 27	4.70						
" 29	4.80					8.25	7.25
Nov. 4	4.90						
" 5	5.00					8.50	7.50
" 10	5.10						
" 16	5.20						
" 20				7.00	6.25		
5839							
Dec. 11	5.30					8.75	7.75
" 14	5.40						
" 15	5.50					9.00	8.00
" 21	6.00					9.50	8.50
1937							
Jan. 1		12.00		7.50	6.75		
Feb. 18	6.25					9.75	8.75
" 19	6.50					10.00	9.00
" 23				8.00	7.25		
" 25	7.00			8.50	7.75	10.50	9.50
Mar. 1		13.00					
" 8	7.25					10.75	9.75
" 9	7.50					11.00	10.00
" 10	7.75			9.25	8.75		
" 16	7.50						
" 17	7.25					10.75	9.75
" 19	7.00						
" 23	6.95						
Apr. 2	6.90						
" 3						10.50	9.50
" 7	6.00					9.50	8.50
" 8				7.75	7.25		
Aug. 4	6.25					9.75	8.75
" 5	6.50					10.00	9.00
" 31				8.25	7.75		
Sept. 13		13.00	13.75				
" 24	6.25		(Sept. 15)			9.75	8.75
" 27	6.00					9.50	8.50
Oct. 15	5.75					9.25	8.25
" 18	5.50					9.00	8.00
" 19		12.50	12.75	7.75	7.25		
Nov. 3	5.25					8.75	7.75
" 4	5.00						
" 30				7.00	6.50		
Dec. 7						8.50	7.50
" 16	4.75					8.25	7.25

2956k *Respondent's Exhibit No. 154.*

NATIONAL LEAD COMPANY

Price Changes Per Cwt. in Dollars

Dates	Pig Lead	Paste White Lead	Paste Red Lead	Dry White Lead	Lead Sulphate	Dry Red Lead	Litharge
1938							
Jan. 7	4.85						
" 10		11.75	12.00				
" 11	4.90						
Feb. 8	4.75						
" 10	4.50						
Mar. 10		11.25	11.75	6.50	6.00	8.00	7.00
May 23	4.25						
" 27	4.00					7.75	6.75
June 15						7.50	6.50
" 22	4.25			6.25	5.50		
" 23	4.35					7.75	6.75
" 24	4.50						
" 30	4.75					8.00	7.00
July 6	4.90					8.25	7.25
" 12				7.00	6.25		
Sept. 15	5.00						
" 19	5.10					8.50	7.50
" 26		11.75	12.25				
Nov. 29	5.00						
" 30				7.25	6.50		
Dec. 6	4.85						
" 9	4.75						
" 19	4.85					8.25	7.25

5840

1939							
Jan. 24	4.75						
" 31	4.85						
Feb. 16	4.75						
" 27		12.25	12.25				
Mar. 9	4.85						
Apr. 11	4.75						
June 14	4.80						
" 19	4.75						
July 31	4.95						
Aug. 3	5.05						
Sept. 5	5.25					8.50	7.50
" 6	5.50					8.75	7.75
" 26		12.75	12.75			9.00	8.00
1940							
Jan. 29	5.25						
Feb. 7	5.00					8.75	7.75
" 28	5.25					8.50	7.50
Mar. 19	5.15					8.75	7.75
" 27							
Apr. 2	5.00						
" 10	5.10					8.50	7.50
May 6	5.00						

NATIONAL LEAD COMPANY

Price Changes Per Cwt. in Dollars

Dates	Pig Lead	Paste White Lead	Paste Red Lead	Dry White Lead	Lead Sulphate	Dry Red Lead	Litharge
Aug. 6	4.85						
" 9	4.75					8.25	7.25
" 21	4.90						
Sept. 23	5.00					8.50	7.50
Oct. 10	5.25					8.75	7.75
" 16	5.50					9.00	8.00
Nov. 1				7.50	6.75		
" 6	5.65						
" 8	5.80					9.25	8.25
" 28	5.65						
Dec. 2	5.50					9.00	8.00
1941							
Jan. 2				7.75	6.50		
Feb. 10	5.65						
Mar. 3	5.75					9.25	8.25
" 26	5.85						
Apr. 26		13.25					
July 21			13.25				
1942							
Jan. 14	6.50					10.00	9.00
" 26		13.75	14.00				
" 30				8.50	7.50		
Apr. 1				8.50	7.75		
May 11				8.50	7.50		

Rx-156-id

The STORY OF DUTCH BOY

FEDERAL TRADE COMMISSION
Docket No. 5253 Respondent's Exhibit No. 156
IN THE MATTER OF National Lead
DATE 6/10/47 WITNESS Mc Mire
ELECTROPORTER, INC. Official Reporter
By Groner

HOW WHITE LEAD AND RED LEAD ARE MANUFACTURED

5841-A

19

☆

The Enclosed Chart

is designed to portray graphically the manufacturing story of Dutch Boy white lead and Dutch Boy red lead. It is presented to you with the hope that you will find it useful.

NATIONAL LEAD COMPANY

New York, Buffalo, Chicago, Cincinnati, Cleveland, St. Louis, Boston, Portland, Oregon, San Francisco, Los Angeles, Seattle, (National Lead Company), Pittsburgh, (National Lead & Oil Company of Pennsylvania), Philadelphia (John T. Lewis & Bros. Company).

5841-13

Note:

Page 2959 is on card 47

NATIONAL LEAD COMPANY
CHANGE IN SELLING SCHEDULES 1863 - 1947

Resp 158-

Feb. 21, 1883
White Lead 12¢ Trade Allowance
1 5%

June 7, 1884
White Lead 17¢ Net Cash

Nov. 1, 1887
White Lead 8¢
[illegible] - 1/4¢ Lb.
[illegible] - 1/2¢ "
[illegible] - 1/4¢ "
Allowance given if prices
[illegible] maintained

[illegible] 1888
White Lead 7-1/2¢
[illegible] 500 Lb. Lots & over
[illegible] 12 Tons
[illegible] 12 " & over

[illegible] 1889
White Lead
[illegible]

[illegible] 1889
White Lead
[illegible]

[illegible] 1889
White Lead
[illegible]

Jan. 14, 1889
White Lead 8-1/2¢
500 Lb. Lots & over
5 Tons to 10 Tons
10 " " 12 "
12 " & over

Nov. 1, 1888
White Lead 7-1/4¢
500 Lb. Lots 7¢
5 Tons Lots
10 " "
1/4¢ Rebate 5 Tons & More

Aug. 1, 1889
White Lead
500 Lb. Lots & over 7¢
Rebate of 1/2¢ on 500 Lb. Lots
and over if paid for 60 Days
10 Tons & over 1/4¢ Extra

June 3, 1890
White Lead 7¢
1000 Lb. to 5 Tons - 1/2¢
5 Tons " 12 " - 5/8¢
12 " " & over - 3/4¢

Aug. 1, 1899
White Lead
500 Lb. Lots & over - 7¢
1/2¢ Rebate on all purchases of
500 Lbs. & Paid for in 60 Days
Buyers of 10 Tons & Over - 1/4¢ Extra

June 2, 1890
White Lead - 7¢
1000 Lb. Lots - 1/2¢
5 to 12 Tons - 5/8¢
12 Tons & over - 3/4¢

Jan. 18, 1896
White Lead - 5-3/4¢
500 Lb. & over - 5-1/4¢

? Apr. 26, 1900 ?
White Lead
Rebate of 1/4¢ on Purchases
of 12 Tons & over per Year

Apr. 26, 1918
White Lead - 12-1/2¢
500 Lb. Lots - 10%
2000 " " - 10% & 2-1/2%
5 Ton " - 10% - 5
Car " - 10% - 6
1/4¢ Rebate at end of
year discontinued

Jan. 14, 1919
White Lead - 13¢
500 Lb. Lots - 10%
2000 " " - 10 & 2-1/2%
5 Tons " - 10 & 5%
Car " - 10 & 7%

Nov. 18, 1920
White Lead - 14-1/4¢
500 Lbs. Lots 10%
2000 " " 10 - 4%
5 Tons " 10 - 7-1/2%
Carloads " 10 & 10%

Soft Paste offered to Trade
September 1, 1922

Apr. 24, 1930
White Lead - 13-3/4¢
500 Lb. Lots Less 10%
2000 " " " 10% - 6%
5 Tons " 10% -10% - 3%
Car " 10% -10% - 4%

Agents Established
Dec. 30, 1932
White Lead - 11.00
500 Lbs. Lots - 10%
2000 " " - 10% & 6%
Agents " - 10% - 10% - 3%
50 Tons Extra 1%

Nov. 15, 1933
White Lead - 11.00
500 Lb. Lots - 10%
1000 " " - 10% & 6%
Agents no change

Mar. 1, 1935
White Lead - 11.00
Painters
Less than 500 Lbs. - 1/2¢ Less
500 Lbs. Lots - 1¢ "
1000 " " -1-1/2¢ "
Dealers
Less than 500 Lb. - 1¢ "
500 Lb. Lots -1-1/2¢ "
1000 " " - 2¢ "
Agents
A. Agents - 8.15
B. " - 8.30
C. " - 8.45

Jan. 1, 1937
White Lead - 12.00
Dealers & Painters
Less than 500 Lbs. - 1/2¢ Less
500 Lb. Lots - 1¢ "
1000 " " - 1-1/4¢ "
Agents all - 9.25

Mar. 1, 1937
First Advance
White Lead in Oil
List - - - - - 12-1/2¢
To Trade
Less than 500 lbs. - 1/2¢ Less
500 Lbs. Lots - - - 1¢ "
1000 Lb. " - - - - 1-1/4¢ "
Agents price list on first advance not
sent out.

Mar. 1, 1937
Second Advance
White Lead in Oil
List - - - - - 13¢
To Trade
Less than 500 lb. Lots - 1/2¢ Less
500 Lb. Lots - - - 1¢ "
1000 Lb. Lots - - - 1-1/4¢ "
Agents - - $10.05

Sept. 13, 1937
White Lead - 13.00
Painters
Any quantity - 1¢ Less
Dealers
Any quantity - 2¢ Less
Agents - 10.00

Oct. 19, 1937
White Lead in Oil
List - - - - 12-1/2¢
Painters - - - 1¢ Less
Dealers - - - 2¢ Less
any quantity
Agents - - - - - 9-1/2¢

Jan. 10, 1938
White Lead in Oil
List - - - - 11-3/4¢
Painters - - - 1¢ Less
Dealers - - - 2¢ Less
any quantity
Agents - - - - 8-3/4¢

Mar. 10, 1938
White Lead in Oil
List - - - - 11-1/4¢
Painters - - - 1¢ Less
Dealers - - - 2¢ Less
any quantity
Agents - - - - - 8-1/4¢

Sept. 26, 1938
White Lead in Oil
List - - - - 11-3/4¢
Painters - - - 1¢ Less
Dealers - - - 2¢ Less
any quantity
Agents - - - - 8-3/4¢

February 27, 1939
White Lead in Oil
List - - - - 12-1/4¢
Painters - - - 1¢ Less
Dealers - - - 2¢ Less
any quantity
Agents - - - - - 9-1/4¢

Sept. 28, 1939
White Lead in Oil
List - - - - 12-3/4¢
Painters - - - 1¢ Less
(500 Lb. one delvy - 1/2¢ Lb. Less)
Dealers any quantity - 2¢ Lb.
Agents - - - 9-3/4¢

Apr. 26, 1941
White Lead in Oil
List - - - - 13-1/4¢
Painters - - - 1¢ Less
(500 Lb. one delvy - 1/2¢ "
Dealers (any quantity) - 2¢ Less
Agents - - - 10-1/4¢

Jan. 26, 1942
White Lead in Oil
List - - - - 13-3/4¢
Painters - - - 1¢ Less
(500 Lb. one delvy - 1/2¢ "
Dealers (any quantity) - 2¢ Less
Agents - - - 10-3/4¢

June 7, 1946
White Lead in Oil
List - - - - 14¢
Painters - - - 1¢ Less
(500 Lb. one delvy - 1/2¢ "
Dealers (any quantity) - 2¢ Less
Distributors (ton or more lots) - 12-1/4¢

July 2, 1946
White Lead in Oil
List - - - - 14¢
Painters - - - 1¢ Less
(500 Lb. one delvy - 1/2¢ "
Dealers (any quantity) - 2¢ Less
Distributors (ton or more lots) - 12-1/4¢

July 22, 1946
White Lead in Oil
List - - - - 14¢
Painters - - - 1¢ Less
(500 Lb. one delvy - 1/2¢ "
Dealers (any quantity) - 2¢ Less
Distributors (ton or more lots) - 12-1/4¢

Nov. 4, 1946
White Lead in Oil
List - - - - 17.00
Painters - - - 16.00
(500 Lb. one delvy - 1/2¢ "
Dealers (any quantity) - 2¢ Less
Distributors (ton or more lots) - 12-3/4¢

Nov. 18, 1946
White Lead in Oil
List - - - - 24-1/4¢
Painters - - - 1-1/4¢ Less
(500 lb. one delvy - 3/4¢ Less)
Dealers (any quantity) - 2-3/4¢ Less
Distributors (ton or more lots) 18-3/4¢

Dec. 16, 1946
White Lead in Oil
List - - - - 23-3/4¢
Painters - - - 1-1/4¢ Less
500 lb lots add'tl - 3/4¢ Less
Painters - ton lots - 2-3/4¢ Less
5 ton lots - 2-1/2¢ Less
Dealers (any quantity) - 2-3/4¢ Less
Distributors (ton or more lots) - 18-3/4¢

Jan. 27, 1947
White Lead in Oil
List - - - - 24-1/2¢
Painters - - - 1-1/4¢ Less
500 lb. lots add'tl - 3/4¢ Less
Painters - ton lots - 2-3/4¢ "
5 ton lots - 2-3/4¢ "
Dealers (any quantity) - 2-3/4¢ "
Distributors (ton or more lots) 19-3/4¢

Feb. 25, 1947
White Lead in Oil
List - - - - 25-3/4¢
Painters - - - 1-1/4¢ Less
500 lb. lots add'tl - 3/4¢ "
Painters - ton lots - 2-3/4¢ "
5 ton lots - 4¢ "
Dealers (any quantity) - 2-3/4¢ "
Distributors - - - - 20-3/4¢

Mar. 3, 1947
White Lead in Oil
List - - - - 27¢
Painters - - - 1-1/4¢ Less
500 lb. lots add'tl - 3/4¢ Less
Painters - ton lots - 2-3/4¢ Less
5 ton lots - 4-1/4¢ Less
Dealers (any quantity) 2-3/4¢ "
Distributors - - - - 21-3/4¢

FEDERAL TRADE COMMISSION
Docket No. 225 Respondent Exhibit No. 158
IN THE MATTER OF National Lead Company
DATE 11/7/47 WITNESS Mr. Mann
REPORTER: FEDERAL REPORTING CO.
BY [illegible]

5850

FEDERAL TRADE COMMISSION
DOCKET NO. 5913 EXHIBIT NO. 159-A
IN THE MATTER OF NATIONAL LEAD
DATE 6-11-57 WITNESS McNAIR
REPORTED BY Graves
ELECTROPORTER INC OFFICIAL REPORTER

NATIONAL LEAD COMPANY
111 BROADWAY
NEW YORK

June 9, 1954.

TO ALL BRANCH MANAGERS:

Please refer to our general letter of May 11th to which was attached Conditions for Sale, etc., of Oxides and Dry White Lead. Since that date the some differentials for oxides in the territory served by the Pacific Coast have been determined and a change has been made in New Mexico, Colorado, Wyoming and Montana applying to less carload lots.

On dry white lead there has also been a change from our original instructions, in that a differential of 1/4¢ a pound has been added to the par price in those four states.

The new some schedules are as follows -

OXIDES

For lots of less than 20 tons add differentials as shown to par card prices:

1/4¢ per pound in Florida, Georgia, Alabama, Mississippi, Louisiana, Arkansas, Texas, Oklahoma. California and west of Cascade Mountains in Oregon and Washington.

1/2¢ per pound in New Mexico, Colorado, Wyoming and Montana.

3/4¢ per pound in Arizona, Idaho, Nevada, Utah and east of Cascade Mountains in Oregon and Washington.

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The new some schedules are as follows -

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1/4¢ per pound in Florida, Georgia, Alabama, Mississippi, Louisiana, Arkansas, Texas, Oklahoma. California and west of Cascade Mountains in Oregon and Washington.

1/2¢ per pound in New Mexico, Colorado, Wyoming and Montana.

3/4¢ per pound in Arizona, Idaho, Nevada, Utah and east of Cascade Mountains in Oregon and Washington.

For 20-ton lots add 1/4¢ per pound in Florida, Georgia, Alabama, Mississippi, Louisiana, Arkansas, Texas, Oklahoma, New Mexico, Colorado, Wyoming, Montana. Idaho, Utah, Arizona, Nevada and east of Cascade Mountains in Oregon and Washington.

DRY WHITE LEAD

For lots of 20 tons and for smaller quantities add 1/4¢ per pound in New Mexico, Colorado, Wyoming, Montana, Arizona, Utah, Idaho, Nevada, California, Oregon and Washington.

We appreciate that the whole some set-up is very confusing, particularly in view of the fact that there is a different arrangement for oxides, dry white lead and white lead-in-oil. Fortunately you are only concerned with the states in your territory. It seems important, however, that you should have full information available in your office. In the hope that it will help to simplify this complicated matter we are planning to make up colored maps for each product which will be sent to you as soon as they can be completed.

Yours very truly,

[redacted]

Harold Rowe

HH

Respondent's Exhibit No. 159.

Please be particularly careful that this information is not given to any one in the trade before May 21st.

NATIONAL LEAD COMPANY
111 BROADWAY
NEW YORK

FEDERAL TRADE COMMISSION
Docket No. 5253 Respondent's Exhibit No. 159-B

May 11, 1934

TO BRANCH MANAGERS:

Enclosed herewith are copies of the Conditions for Sale of Lead Oxides and Dry White Lead which have been included in the Lead Code as finally submitted to the N. R. A. for approval. We have postponed putting the oxide schedules into effect for several weeks in the hope that our code would be signed. Rather than wait any longer we have decided to adopt them for orders taken after May 31st. The necessary changes in the Conditions for Sale of Dry Lead were made on January 1st

It is planned to have those branches which issue oxide price cards send out on May 21st a notice similar to the one attached. (On such notices as are sent to customers in states carrying the extra 1/4¢ differential all prices listed will be 1/4¢ higher.) In many cases it probably will be advisable to notify customers by letter or through your salesmen

The most important changes are -

(1) The requirement of 20 tons in one lot to obtain a differential price
and (2) The adoption of a price for 5-ton lots.

We appreciate that the new basis will not be entirely satisfactory to every buyer of oxides, but we believe it to be more reasonable and fair than the practices of the past which have led us into many inequitable arr ngements

the oxide schedules into effect for several weeks in the hope that our code would be signed. Rather than wait any longer we have decided to adopt them for orders taken after May 31st. The necessary changes in the Conditions for Sale of Dry Lead were made on January 1st

It is planned to have those branches which issue oxide price cards send out on May 21st a notice similar to the one attached. (On such notices as are sent to customers in states carrying the extra 1/4¢ differential all prices listed will be 1/4¢ higher.) In many cases it probably will be advisable to notify customers by letter or through your salesmen

The most important changes are -

(1) The requirement of 20 tons in one lot to obtain a differential price
and (2) The adoption of a price for 5-ton lots.

We appreciate that the new basis will not be entirely satisfactory to every buyer of oxides, but we believe it to be more reasonable and fair than the practices of the past which have led us into many inequitable arr ngements
for which the only justification was that they were forced on us by competition. Buying on differential, originally limited to the largest accounts, has spread to such an extent as to include some customers whose tonnage would scarcely amount to a carload a year. The 5-ton price is being introduced to take care of the medium sized buyer who is unable to meet the 20-ton requirement, but who is entitled to something better than the occasional user of a single barrel.

Along with this letter we are sending you interpretations of several of the clauses in "Schedule A", and some instructions which we hope will answer the questions that naturally will arise. If you are in doubt on any points please write us at once.

Orders may be taken between May 21st and 31st on the present basis for shipment up to June 30th. The new conditions of sale will apply to all orders received on and after June 1st.

Yours very truly,

EH
Encls.

FEDERAL TRADE COMMISSION
Docket No. 2143 Respondent's Exhibit No. 159

GENERAL INSTRUCTIONS

On Carload & L C L Lots

No change will be made in existing contracts until they expire. In cases where buyers have old contracts with competitors, not calling for all of their requirements, you are privileged to quote on the same basis, but do not do so without first taking the matter up with this office

Bona fide trial lots may be supplied at buyer's usual quantity price bas[e]-

Special arrangements may be made with agents handling oxides for re-sale, but must include an understanding that they will not quote below our schedule. Please advise us before entering into any new agreements of that sort.

If any shipments are made on consignment the price applying to withdrawals shall be that for the quantity taken out of stock at one time.

On direct sales of small packages to industrial accounts you may use as a minimum basis the barrel price applying on the quantity shipped at one time plus the following differentials:

100# kegs	.....	1/2¢ per lb.
50# "	}	3/4¢ " "
25# "		
12½# "	.....	1¢ " "

On such sales terms shall be 30-1-10.

Prices to railroads will be the same as for other buyers except that freight will be allowed from our nearest factory point to the nearest point on buyer's line. No decision has been made as yet regarding contracts for the third quarter

In the case of steamship lines delivery will be to dock with no further freight allowance.

Notices will be sent to you later regarding prices for federal, state, municipal governments, etc.

FEDERAL TRADE COMMISSION
Docket No. 5255 Respondent's Exhibit No. 159-D

(REFERRING TO SCHEDULE "A" - 1 - - - LOTS OF LESS THAN TWENTY TONS)

In the following states the card prices will be 1/4¢ a pound higher than those shown on the card enclosed:

Florida, Georgia, Alabama, Mississippi, Louisiana, Arkansas, Texas, Oklahoma, New Mexico, Colorado, Wyoming and Montana. (Schedules for states served by Pacific Coast not yet determined.)

All sellers have agreed to discontinue the old 30-day card price contracts. Firm orders will be accepted for shipment up to 30 days. Any customer wishing to protect himself on a definite commitment for a longer period may do so with the understanding that

(a) Total quantity unshipped after 30 days will be billed on standard terms at the price in effect on the date of purchase, shipment to be made at buyer's convenience. Unless it is agreed that all deliveries will be in 5-ton lots the price applying should be that for smaller quantities with the understanding that 1/2¢ a pound allowance will be made for any shipments of 5 tons at one time.

Or (b) After 30 days from date of order interest will be added to the selling price at the rate of 1/2% per month up to date of shipment.

(4) Price - (c). You will note that no protection against decline may be given. This is a point on which there was a great deal of discussion and it was finally decided to make a definite rule which is intended to mean that the price to apply on any order is that "in effect on date order is received".

(5) Delivery and (6) Transportation Allowance should be considered together and simply mean that all prices are on a delivered basis. Please note particularly that no cartage allowance may be made to a buyer for use of his own truck.

(7) Shipment. The words "at least" were put in at the request of the N. R. A., which is also responsible for some of the other phraseology in the schedules. Any order taken at the prevailing price must be for shipment within 30 days.

(8) Terms. Cash discount may be allowed to buyers who make a practice of paying bills on the 10th or 15th proximo. We are anxious that this concession should be given only to accounts that request it and have a good reason for doing so. We ask that you limit prox. terms to as small a number of accounts as you reasonably can.

On small packages sold through dealers at the prices shown on the white lead-in-oil cards you may continue your present terms permitting 2% cash discount.

FEDERAL TRADE COMMISSION
Docket No. 43-3 Respondent's Exhibit No. 159-E

(REFERRING TO SCHEDULE "A" - 2 - - - TWENTY TON LOTS)

The differentials, which will apply to 20-ton lots, will be as follows in per territory:-

{ $1.50 for Litharge and Special Negative Battery Oxide
$1.75 for Special Positive Battery Oxide
$2.50 for Red Lead up to and including 96%.

There will be an advance of 1/4¢ a pound for shipments to Florida, Georgia, Alabama, Mississippi, Louisiana, Arkansas, Texas, Oklahoma, New Mexico, Colorado, Wyoming and Montana. (Schedules for states served by Pacific Coast not yet determined.)

(3) Period. Contracts complying with all the requirements of this schedule may be made on a differential basis for deliveries up to December 31, 1934. Any which are now in effect and which expire before that date should be renewed on the new basis and run to December 31st only. Please note particularly the clauses under (5) Price and (8) Shipment.

(5) Price. The buyer is given the option of three methods of determining the price of pig lead applying -

(1) is to cover spot sales and is intended to prevent the practice of booking at the old price after an advance in metal. We appreciate the objections which will be raised because of a customer's inability to obtain a definite price until the close of the market. It will be necessary to explain that the A S & R Co.'s price governing their sales of metal is the closing for the day regardless of what time it is changed. An oxide buyer booking an order with us in the morning will receive the benefit of any reduction which may take place in the afternoon. Differential sales are made on such a small margin that it is only fair that we should have an opportunity [illegible] with all sellers conforming to this practice

...a pound for shipments to Florida, Georgia, Alabama, Mississippi, Louisiana, Arkansas, Texas, Oklahoma, New Mexico, Colorado, Wyoming and Montana. (Schedules for states served by Pacific Coast not yet determined.)

(3) Period. Contracts complying with all the requirements of this schedule may be made on a differential basis for deliveries up to December 31, 1924. Any which are now in effect and which expire before that date should be renewed on the new basis and run to December 31st only. Please note particularly the clauses under (5) Price and (8) Shipment.

(5) Price. The buyer is given the option of three methods of determining the price of pig lead applying -

(1) is to cover spot sales and is intended to prevent the practice of booking at the old price after an advance in metal. We appreciate the objections which will be raised because of a customer's inability to obtain a definite price until the close of the market. It will be necessary to explain that the A S & R Co.'s price governing their sales of metal is the closing for the day regardless of what time it is changed. An oxide buyer booking an order with us in the morning will receive the benefit of any reduction which may take place in the afternoon. Differential sales are made on such a small margin that it is only fair that we should have an opportunity to buy pig lead against them. With all sellers conforming to this practice we believe it will not be very long before the buyers will become accustomed to it.

(2) covers agreements on which the lead price used is that of some future date such as the date of shipment.

(3) is for average price contracts and is similar to those we have made in the past except that seller must specify before the 1st of the month how much oxide he will take at the average. This shall be considered a firm order. If delivery of any part of the quantity booked is postponed beyond the end of the month, there shall be no adjustment of the price. Additional quantities required during the month cannot be accepted on average basis.

(8) Shipment. (b) Taken literally this would mean that a buyer could specify by June 30th a tonnage to be priced on July average for shipment between July 1st and August 31st. There would be no objection to this but in actual practice most average price deliveries probably will be made within 30 days

There are a few very large customers who occasionally wish to cover their requirements for a considerable period by having us buy lead for them. In such cases the pig lead shall be billed on the date of purchase -- terms net 30 days

FEDERAL TRADE COMMISSION
Docket No. 6213 Respondent's Exhibit No. 152-F

Sheet 2.

(REFERRING TO SCHEDULE "A" - 2 - - - TWENTY TON LOTS) - Continued.

Other carload buyers wishing to protect themselves on a definite quantity for shipment beyond 60 days may do so with the understanding that

(a) Total quantity unshipped after 60 days will be billed on net 30 day terms.

or (b) After 60 days from date of order interest will be added to the selling price at the rate of 1/2% per month up to date of shipment.

FEDERAL TRADE COMMISSION
Docket No. 5253 Respondent's Exhibit No. 159

"J"

SCHEDULE "A" - 1.

ARTICLE I. CONDITIONS FOR SALE OF LEAD OXIDES IN LOTS OF LESS THAN TWENTY TONS.

A. "Sale" or "Order" as used herein includes any transaction whereby a member of the industry makes a quotation on, or becomes obligated to sell and deliver material.

Whatever terminology may be used, the intent and meaning thereof shall conform to the following requirements of sale.

(1) Material - Dry Oxides of Lead, or mixtures consisting principally thereof, each grade of material to be specifically designated.

(2) Quantity - Any amount as agreed between buyer and seller.

(3) Packages - As agreed between buyer and seller. Special packages required by buyer shall be charged for according to cost.

(4) Price - (a) Seller's card or quoted price in effect on date order is received with allowance as follows:

(1) Not more than 1/2¢ per pound for minimum shipment of 5 tons for one buyer at one time to one destination.

(b) Emergency shipments of smaller quantities may be made at the 5-ton price only to a customer for whom the Seller has a 5-ton order on hand for the same material for immediate shipment, or five tons en route to the same destination.

(c) No protection against decline in Seller's price may be given.

(3) Packages - As agreed between buyer and seller. Special packages required by buyer shall be charged for according to cost.

(4) Price - (a) Seller's card or quoted price in effect on date order is received with allowance as follows:

(1) Not more than 1/2¢ per pound for minimum shipment of 5 tons for one buyer at one time to one destination.

(b) Emergency shipments of smaller quantities may be made at the 5-ton price only to a customer for whom the Seller has a 5-ton order on hand for the same material for immediate shipment, or five tons en route to the same destination.

(c) No protection against decline in Seller's price may be given.

(d) Red Lead containing 97 per cent or 98 per cent Pb_3O_4 shall be so marked on the package and shall be sold at not less than 1/4¢ and 1/2¢ per pound, respectively, over Seller's price for grades of lower Pb_3O_4 content.

(5) Delivery - F.O.B. cars Seller's shipping point, or by truck F.O.B. Buyer's premises.

(6) Transportation Allowance - (a) Since transportation is included in the Seller's price, the actual freight paid by Buyer shall be allowed as deduction. No cartage allowance shall be made to Buyer for use of his own truck.

(b) If shipment is made by Buyer's boat, Seller may allow actual amount he would have paid for like transportation at minimum published tariffs in effect on date of shipment.

(7) Shipment - Shall be made at least within thirty (30) days from date order is received.

(8) Terms - Net thirty days, less 1 per cent for cash in ten days from date of shipment.

(9) Taxes - Any tax or other charge imposed by Federal Law upon the production and/or sale and/or shipment of lead oxides shall be added to the price to be paid by the Buyer on any transaction to which such charge is applicable.

FEDERAL TRADE COMMISSION
Docket No. 523-3 Respondent's Exhibit No. 159-M

"J" SCHEDULE "A" - 2.

ARTICLE II. CONDITIONS FOR SALE OF LEAD OXIDES IN LOTS OF AT LEAST TWENTY TONS.

A. "Sale" or "Order" as used herein refers to any transaction whereby a Seller quotes on or becomes obligated to deliver material.

Whatever terminology may be used, the intent and meaning thereof shall conform to the following requirements of sale.

(1) Material - Dry oxides of lead, or mixtures consisting principally thereof, each grade of material to be specifically designated.

(2) Quantity - As agreed between Buyer and Seller, provided that each order or release shall be an amount not less than 20 tons to one destination and for account of not more than one Buyer.

(3) Period - As specified.

(4) Packages - As agreed between buyer and seller. Special packages required by Buyer shall be charged for according to cost.

(5) Price - (a) Shall be determined by adding a differential, as agreed upon by Buyer and Seller, to the price of common lead at New York, the lead price applying to each order to be specified by the Buyer at the time order is placed as:

(1) The American Smelting & Refining Company's quotation at the close of the market on the day the order is received by Seller

or

(2) The American Smelting & Refining Company's

and for account of not more than one Buyer.

(3) Period - As specified.

(4) Packages - As agreed between buyer and seller. Special packages required by Buyer shall be charged for according to cost.

(5) Price - (a) Shall be determined by adding a differential, as agreed upon by Buyer and Seller, to the price of common lead at New York, the lead price applying to each order to be specified by the Buyer at the time order is placed as:

(1) The American Smelting & Refining Company's quotation at the close of the market on the day the order is received by Seller

or

(2) The American Smelting & Refining Company's quotation at the close of the market on a future date definitely agreed upon by Buyer and Seller when order is accepted

or

(3) The average quotation, as reported in one of the publications known as the "American Metal Market" and the "Engineering & Mining Journal", for a future period definitely agreed upon by Buyer and Seller when the order is accepted. If the lead price is determined by the method herein outlined, Seller must require Buyer to specify before the beginning of the governing period the exact quantity of material to be priced in this manner. Deferred shipments shall be billed on the basis originally applicable thereto. Additional quantities required during the governing period shall be considered as new orders and shall be priced in accordance with (1) or (2) above.

(b) Emergency shipments of smaller quantities may be made on the 20-ton price basis only to a customer for whom the Seller has a 20-ton order on hand for the same material for immediate shipment, or 20 tons en route, to the same destination.

(c) No protection against decline in Seller's price may be given.

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FEDERAL TRADE COMMISSION
Docket No. 4212 Respondent's Exhibit No. 159-A

"J" - 2 -

SCHEDULE "A" - 3.

ARTICLE II. CONDITIONS FOR SALE OF LEAD OXIDES IN LOTS OF AT LEAST TWENTY TONS.

(d) Red Lead containing 97 per cent or 98 per cent Pb_3O_4 shall be so marked on the package and shall be sold at not less than 1/4¢ and 1/2¢ per pound, respectively, over Seller's price for grades of lower Pb_3O_4 content.

(6) Delivery

(a) F.O.B. cars Seller's shipping point

or

(b) By truck complete within three days, F.O.B. Buyer's premises.

(7) Transportation Allowance - (a) Since transportation is included in the Seller's price, the actual freight paid by Buyer shall be allowed as a deduction. No cartage allowance shall be made to Buyer for use of his own truck.

(b) If shipment is made by Buyer's boat, Seller may allow actual amount he would have paid for like transportation at minimum published tariffs in effect on date of shipment.

(8) Shipment - Shall be made at least within sixty (60) days from

(a) The date on which the price of pig lead governs the sale,

or

(b) The beginning of the period during which the average price of pig lead governs the sale.

(9) Terms - Net 30 days.

(10) Taxes - Any tax or other charge imposed by Federal Law upon the production and/or sale and/or shipment of lead oxides shall be added to the price to be paid by the Buyer on any transaction to which such charge is applicable.

"J"

SCHEDULE "A" - 4.

ARTICLE III. CONDITIONS FOR SALE OF BASIC LEAD CARBONATE (DRY WHITE LEAD)

A. "Sale" or "Order" as used herein includes any transaction whereby a member of the industry makes a quotation on or becomes obligated to sell and deliver material. Whatever terminology may be used, the intent and meaning thereof shall conform to the following requirements of sale.

(1) Quantity - Any amount as agreed between buyer and seller.

(2) Period - As desired, to be specified.

(3) Packages - As agreed between buyer and seller.

(4) Price - (a) Spot Sales - Seller's card or quoted price in effect on date order is received.

(b) Contract Sales - 1. Seller's price on date contract is made with protection against advance or decline on the undelivered portion to the end of the current calendar quarter.

2. On contracts extending beyond the current calendar quarter, the price applying to subsequent deliveries shall be seller's price in effect on the first day of the calendar quarter in which they are made, with protection against advance or decline on the undelivered portion to the end of each quarter.

(c) The price for minimum 20 ton lots for one buyer to one destination, shipped by rail in one carload, or delivered by truck within a period of three days, shall be not more than 1/4¢ per pound less than that charged for smaller quantities.

of smaller quantities

(4) Price - (a) Spot Sales - Seller's card or quoted price in effect on date order is received.

(b) Contract Sales - 1. Seller's price on date contract is made with protection against advance or decline on the undelivered portion to the end of the current calendar quarter.

2. On contracts extending beyond the current calendar quarter, the price applying to subsequent deliveries shall be seller's price in effect on the first day of the calendar quarter in which they are made, with protection against advance or decline on the undelivered portion to the end of each quarter.

(c) The price for minimum 20 ton lots for one buyer to one destination, shipped by rail in one carload, or delivered by truck within a period of three days, shall be not more than 1/4¢ per pound less than that charged for smaller quantities.

of smaller quantities

(d) Emergency shipments may be made at the 20 ton price only to those customers for whom the Seller has a 20 ton order on hand for the same material for immediate shipment, or a carload (20 tons) enroute, to the same destination.

(5) Delivery - F.O.B. cars Seller's shipping point, or by truck F.O.B. Buyer's premises.

(6) Transportation Allowance - Since transportation is included in the Seller's price, the actual freight paid by Buyer shall be allowed as deduction. No cartage allowance shall be made to Buyer for use of his own truck.

(7) Shipment - (a) Spot Sales - Within thirty days from date order is received.

(b) Contract Sales - Within the period covered by the contract.

(8) Terms - Net thirty days, less 1 per cent for cash in ten days from date of shipment.

(9) Taxes - Any tax or other charge imposed by Federal Law upon the production and/or sale and/or shipment of white lead shall be added to the price to be paid by the Buyer on any transaction to which such charge is applicable.

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DRY WHITE LEAD

PAR TERRITORY: All states in St. Louis Branch territory with the exception of -

Colorado
New Mexico
Wyoming

which take 1/4¢ differential over par.

5561

Respondent's Exhibit No. 162.

1.

DIFFERENTIAL TERRITORY - PAR

NATIONAL LEAD CO. - ST. LOUIS BRANCH
DRY WHITE LEAD - TONNAGE & FREIGHT

Year 1941

DESTINATION	Shipped From	C.L.Rate to Whse.	L.C.L. Rate from Whse. to Customer: Cart. to R.R.	L.C.L. Rate from Whse. to Customer: R.R. Rate	C.L.Rate from Whse. to Customer R.R.	T.L.Rate from Whse. to Customer	Total Applicable Rate	Tonnage	Applicable Freight
ARKANSAS									
Camden	St.Louis			99			49	24,450#	
Little Rock	St.Louis					58	58	59,420#	
								83,920#	
ILLINOIS									
East St. Louis	St.Louis						15	7,200#	
Morton	St.Louis			37			37	44,800#	
"	St.Louis					19	19	41,339#	
								93,339#	
IOWA									
Cedar Rapids	St.Louis			56			56	12,150#	
Clinton	St.Louis			46			46	1,046#	
Council Bluffs	Omaha	29					29	5,350#	
Des Moines	St.Louis			65			65	35,550#	
" "	St.Louis					45	45	100,350#	
" "	St.Louis						34	41,925#	
Mason City	St. Louis			75			75	900#	
Orange City	Chicago			54			54	16,400#	
Sheldon	Omaha	37		37			37	7,650#	
Sioux City	Omaha	28		28			28	43,375#	
Webster City	St. Louis			73			73	2,200#	
								237,396#	

2.
DIFFERENTIAL TERRITORY - PAR

NATIONAL LEAD CO.- ST. LOUIS BRANCH
DRY WHITE LEAD - TONNAGE & FREIGHT

Year 1941

Rec 162B

DESTINATION	Shipped From	C.I. Rate to Whse.	L.Cl. Rate from Whse. to Customer Cart. to R.R.	R.R. Rate	C.I. Rate from Whse. to Customer R.R.	T.I. Rate from Whse. to Customer	Total Applicable Rate	Tonnage	Applicable Freight
MISSISSIPPI									
Lake	St. Louis		10	87			.97	3,600#	3492
Meridian	St. Louis		10	89			.99	40,400#	39996
								44,000#	43488
MISSOURI									
Jennings	St. Louis						.10	1,000#	100
Kansas City	Kansas City	19½	10				.295	53,400#	15753
" "	St. Louis				19½		.195	40,500#	7898
North Kansas City	Kansas City	19½	10				.295	24,100#	7110
" " "	St. Louis				19½		.195	240,800#	46956
" " "	Chicago				26½		.265	120,000#	31800
St. Joseph.....	Kansas City	19½		25			.445	1,600#	712
St. Louis.....	St. Louis						.10	679,150#	67915
" "	Chicago				Late 16		.16	202,000#	112320
								1,862,550#	290564
NEBRASKA									
Hastings	Omaha	29		47			.76	3,000#	2280
Lincoln	Omaha	29		31			.60	29,775#	17865
Omaha	Omaha	29	10				.70	91,473#	64031
								124,248#	84176

[illegible] LOUIS BRANCH
[illegible] TONNAGE & FREIGHT

[illegible]

Year [illegible]

[illegible]	Shipped From	C.L. Rate to Whse.	C.L. Rate from Whse. to Customer Cart. to R.R.	R.R. Rate	C.L. Rate from Whse. to Customer R.R.	C.L. Rate from Whse. to Customer	Total Applicable Rate	Tonnage	Applicable Freight
[illegible]									
Chaison	[illegible]						[illegible]	30,150#	[illegible]
Dallas	Dallas	48					[illegible]	36,075#	[illegible]
El Paso	St. Louis			[illegible]			[illegible]	6,300#	[illegible]
Harlingen	Dallas	48		[illegible]			[illegible]	2,100#	[illegible]
Ft. Worth	Dallas	48					[illegible]	450#	[illegible]
[illegible]	Dallas	48		[illegible]			[illegible]	40,200#	[illegible]
"	Houston	[illegible]					[illegible]	38,125#	[illegible]
"	St. Louis					95	[illegible]	16,600#	[illegible]
"	St. Louis	[illegible]					[illegible]	40,000#	[illegible]
San Antonio	San Antonio	[illegible]					[illegible]	3,150#	[illegible]
" "	Houston	[illegible]		67			[illegible]	10,800#	[illegible]
" "	Dallas	[illegible]		[illegible]			[illegible]	1,350#	[illegible]
" "	St. Louis			[illegible]			[illegible]	34,150#	[illegible]
								311,950#	[illegible]
WISCONSIN									
Superior	St. Paul	[illegible]		[illegible]			[illegible]	450#	[illegible]
								450#	[illegible]
INDIANA									
Ft. Wayne	St. Louis				25		[illegible]	40,500#	[illegible]
								40,500#	[illegible]

Jany 41

Respondent's Exhibit No. 165-A

FEDERAL TRADE COMMISSION
Docket No. 253 Commission Exhibit No. 165-A
In the matter of Mutual Laboratories
Date 10/28/47 Witness
Reporter: Federal Reporting Co.
By

Voucher	Page	1/8	2/8	Voucher	Page	1/8	2/8	Voucher	Page	1/8	2/8
8228	189			5486			7155	8634	409		
"	1760			5465	361			"	403		
"	1761			5466	1763			"	4460		
1327		585		5469	159			"	3151		
"		1385		"	408			8498			955
"		1447		"	154			8477			744
"		3450		"	163			8700	764		
"		1457		5485		948		8706	36		
"		[illegible]		"		1167		8708		960	
"		2044		"		3744		8710	735		
"		961		"			1103	8718	442		
"		1795	164	"		1083		8729	3151		
"		3644	95	"			1434	8731	1004		
"		1677	153	5497	1144			8821	1905		
"		744	63	5535	178			"	3483		
"		1005	419	5581		1157	1490	8759			7495
"		1442	1114	"			1178	"			13761
"		2144	1144	5583	171			5786		1869	
"		1744		5580	1147			"		5448	
"		1434		"	1198			"			1045
"		1744		5615	358			"			1434
8	630			"	906 Sic 9908			"		604	763
	1493			"	398			8763	98		
	1467			"	1476			"	110		
	1477			"	1467			"	1388		
	1477			8617			778	5461	403		
	1471			"			90	"	179		
	1460			"			1863	"	477		
	1438			"			1463	"	1444		
	1444			"			1852	8686	1444		
	1431			"		60	1766	"	1346		
		11880		"			1440	8740		917	
"		1443		8619	1499						
	1419			"	1493			Total	40677	3617	15436
	1463			"	38						
	1475			8581	631						
	1450			8588	1497						
	1477			"	1834						
	1477			8683			1469				
	1410			"			1399				
	1437			"			1859	Carbon	40741.		
	3.71			"		40147	47				
							40747				

5565

100

East St. Louis	St.Louis									
Morton	St.Louis			37				37	44.800#	16.576
"	St.Louis					19		19	41.339#	9.804
									93.339#	26.380
IOWA										
Cedar Rapids	St.Louis			56				56	12,150#	6.804
Clinton	St.Louis			46				46	1.046#	481
Council Bluffs	Omaha	29						29	5.350#	1.565
Des Moines	St.Louis			65				65	35.550#	23.108
" "	St.Louis					45		45	100.350#	45.158
" "	St.Louis				93			34	41.925#	14.246
Mason City	St. Louis			75				75	900#	675
Orange City	Chicago			54				42	16.400#	13.776
Sheldon	Omaha	37		37				46	7.650#	5.049
Sioux City	Omaha	29		28				29	13.375#	9.625
Webster City	St. Louis			73				73	2.200#	1.991
									287.396#	111.944
KANSAS										
Hays	Kansas City	134		74				134	600#	561
LOUISIANA										
Angola	New Orleans	58		57				117	1.100#	1.087
New Orleans	New Orleans	58						66	29.075#	19.991
" "	St.Louis				58			58	80.000#	41.400
									100.175#	62.478
MINNESOTA										
Albert Lea	St. Paul	34		38				34	1.700#	1.292
Duluth	St. Paul	34		44				78	8.975#	7.001
Hutchinson	St. Paul			30				66	1.800#	1.152
Mankato	St. Paul			34				46	2.550#	1.734
Minneapolis	St. Paul			18				52	103.575#	53.859
"	St.Louis				34			34	161.150#	54.791
St. Paul	St.Paul	34						44	111.500#	49.060
" "	Chicago				36			34	161.150#	54.791
Virginia	St.Paul	34		50				84	3.525#	3.003
									555.975#	344.911

FEDERAL TRADE COMMISSION
Exhibit No. 1423-A
In the Matter of Goodyear
Docket No. 5853
Filed
By
Examiner
Date
OFFICIAL FEDERAL REPORTING CO.

5868-A

DRY WHITE LEAD

1/4¢ DIFFERENTIAL TERRITORY

Colorado
New Mexico
Wyoming

5866

1.

NATIONAL LEAD CO. - ST. LOUIS BRANCH
DRY WHITE LEAD - TONNAGE & FREIGHT

DIFFERENTIAL TERRITORY - 1/4¢

Year 1941

DESTINATION	Shipped From	C.L.Rate to Whse.	L.C.L.Rate from Whse. to Cust. to R.R.	R.R.Rate	C.L.Rate from Whse. to Customer R.R.	T.L.Rate from Whse. to Customer	Total Applicable Rate	Tonnage	Applicable Freight
COLORADO									
Denver	St.Louis			147			147	36.275#	54952.
"	Denver	58					66	9.350#	6308.
"	St.Louis					101	101	36.900#	37269.
"	St.Louis				58		58	129.725#	75241.
"	Chicago				65		65	220.300#	143195.
Pueblo	St. Louis			145			145	8.250#	5058.
"	St. Louis					99	99	24.700#	24453.
"	St. Louis				58		58	19.000#	11020.
								479.500#	359526.
WYOMING									
Casper	St.Louis		10	155			165	9.050#	14933.

Grand Total 1/4¢

Kansas City	Kansas City	19½		10					
" "	St.Louis					19½			
North Kansas City	Kansas City	19½							
" " "	St. Louis					19½			
" " "	Chicago					26½			
St. Joseph	Kansas City	19½			25				
St. Louis	St.Louis								
" "	Chicago					Later 16			

NEBRASKA

Hastings	Omaha	29			45				
Lincoln	Omaha	29			31				
Omaha	Omaha	29		10					

NORTH DAKOTA

Grand Forks	St.Paul	34			49				

OKLAHOMA

Oklahoma City	St.Louis				108				
Tulpa	St.Louis				96				
Tulsa	St.Louis				94				

SOUTH DAKOTA

Sioux Falls	Omaha	29			52				

TENNESSEE

Memphis	Memphis	41		1					
"	St.Louis				68				
"	St.Louis					54			

1	53,400	1553	
14	40,500	1898	
7	24,100	1110	
14	240,800	4656	
2	120,000	3180	
2	1,600	71	
10	379,150	4915	
16	202,000	11330	
	1,862,550	29054	
16	3,000	480	
60	29,775	1865	
10	91,473	6031	
	124,248	8376	
63	600	498	
	600	498	
108	2,200	376	
96	6,600	2336	
94	10,900	10246	
	19,700	11958	
87	3,800	3078	
	3,800	3078	
41	37,950	19151	
68	4,500	3001	
54	55,300	25134	
	97,850	47343	

FEDERAL TRADE COMMISSION
Docket No. 5253 Exhibit No. 762-13
RESPONDENT'S Exhibit

58634 2-11

"	St.Louis		95	[illegible]	16,000#	[illegible]
"	St.Louis			[illegible]	40,000#	[illegible]
San Antonio	San Antonio	6		66	3,150#	3709
" "	Houston	67		135	10,800#	14580
" "	Dallas	78		130	1,350#	1836
" "	St.Louis	53		163	34,150#	55665
					311,950#	556606

WISCONSIN

Superior	St.Paul	44		95	450#	428
					450#	428

INDIANA

Ft. Wayne	St.Louis		25	25	40,500#	101125
					40,500#	101125

Grand Total Par ..... 3,577,053# 1279354

Plus Leakage:

St. Louis		326547
Kansas City		4979
New Orleans		1204
Dallas		2955
Omaha		5426
St. Paul		74234
Total		1350797

Less	St. Louis		67915
	New Orleans	190.75 x .10	1908
	Kansas City	244.00 x .10	2410
	Dallas	360.75 x .10	3600
	Omaha	914.73 x .10	9147
	St. Paul	1115.00 x .10	11150
			96130
			1254667

[illegible] 53.47

$12,559.39

5864 2 2

"	St. Louis		58	99	19,000#	
					479,500#	3595 26
WYOMING						
Casper.....	St.Louis	165		165	9,050#	149 33
			Grand Total 1/4¢			
			Differential		488,550#	37449

FEDERAL TRADE COMMISSION

Docket No. 5253 ~~COMMISSION~~ RESPONDENT Exhibit No. 162-D

IN THE MATTER OF National Lead

DATE _____ WITNESS _____

REPORTER: FEDERAL REPORTING CO.

BY _____

5867

FEDERAL TRADE COMMISSION
Docket No. 5253 RESPONDENT'S Exhibit No. 165-B

Jerby 41

Page 165-B

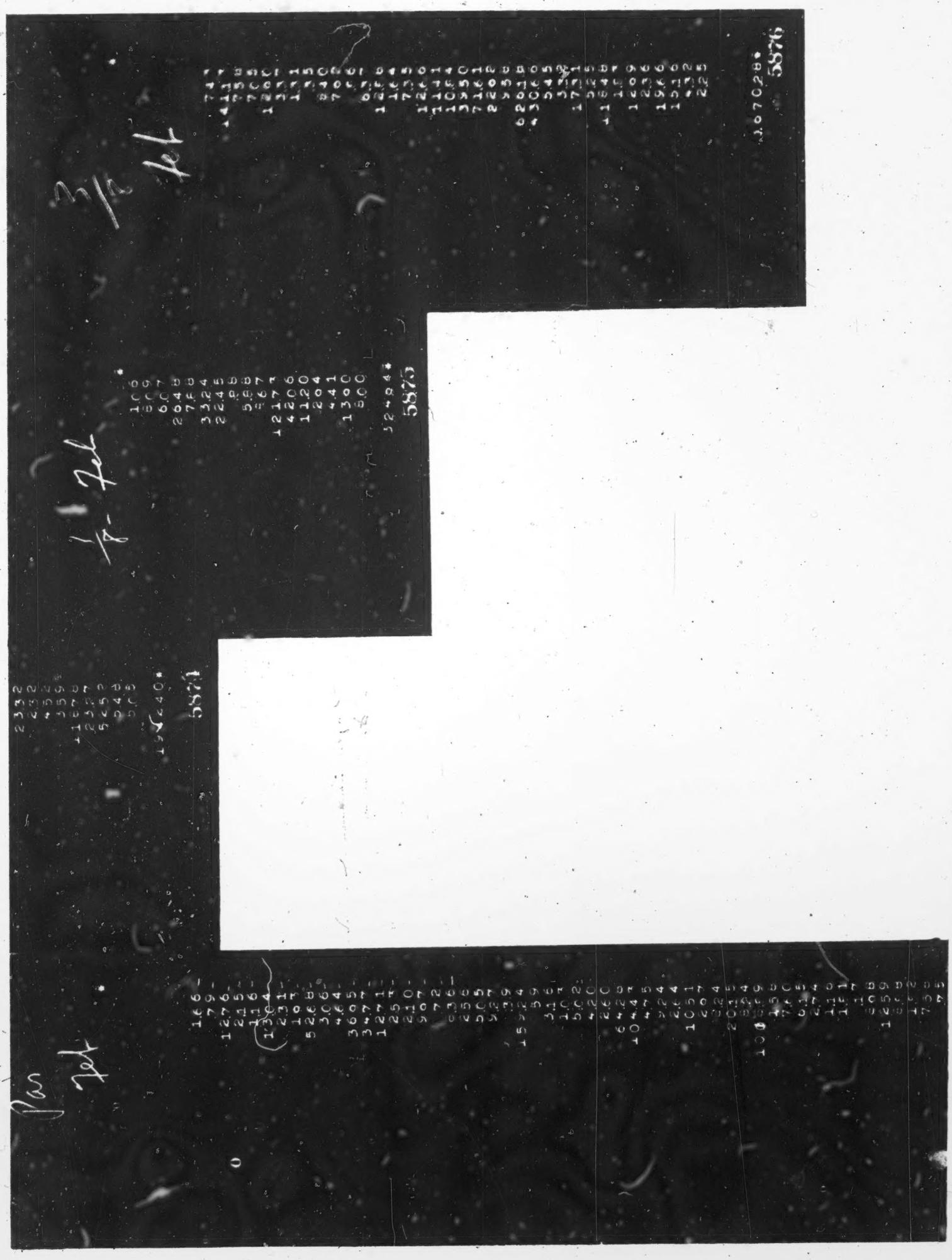
Voucher	Par	1/8	3/8
5453	166		
"	79		
8441	1276		
"	x15		
8460	116		
"	1304		
"	x31		
"	193		
5461	x09		
5463			7x3
"			141x3
5464	306		
"	x64		
8467	3695		
"	3411		
5474	1x71		
5481	x53		
5495	x10		
5497	997		
5504	7x		
"	836		
"	x26		
"	x25		
5523	743		
5543	69		
9453		186	758
"		809	705
"		609	1x90
"			337
"			131
"			35
"			1140
"			774
"			78
"			937
"			1488
"			1164
9031			735
"			1966
"			1141
"			1084
"			3950

Voucher	Par	1/8	3/8
9030	1594		
9060	59		
9068	316		
"	103		
9069			7161
9073	505		
9076	440		
9078	x60	x648	
9079			x19x
9081			958
"			6x618
"			x3066
9087		758	505
"		33x4	33x
"		x145	
9089			
9096	64x8		
"	1043		
"	475		
"	954		
9096			1731
9093	494		
9101	151		
9105	497		
9173			545
9180	814		
"	101		
"	845		
9181	6018 89		
9186		83	
"		858	
"		678	
"			9188
"			183
"			66x1
"			72x
9179	158		
"	094		
"	819		
"		1x73	1966
9186	274		
9196	116		

Voucher	Par	1/8	3/8
9190	181		
9195	17		
"	598		
9196			1516
9x00	1x59		
9x05	888		
9x09	18x		
9x10	758		
"	75		
9176	x33x	4x06	
9x18	x3x		
9x1x	45x		
9x1x	359		
9x66		110	
"		x94	43x
"		441	x4
"		1390	
9x68	11878		
"	x37		
9x69	5x5x		
9x91	548		
9x93	505		
9x96	x	800	
[illegible]	04x6	3-494	1670x8
[illegible]	6x56	[illegible]	

5523

101



FEDERAL TRADE COMMISSION
Docket No. 5253 RESPONDENT'S Exhibit No. 165 C

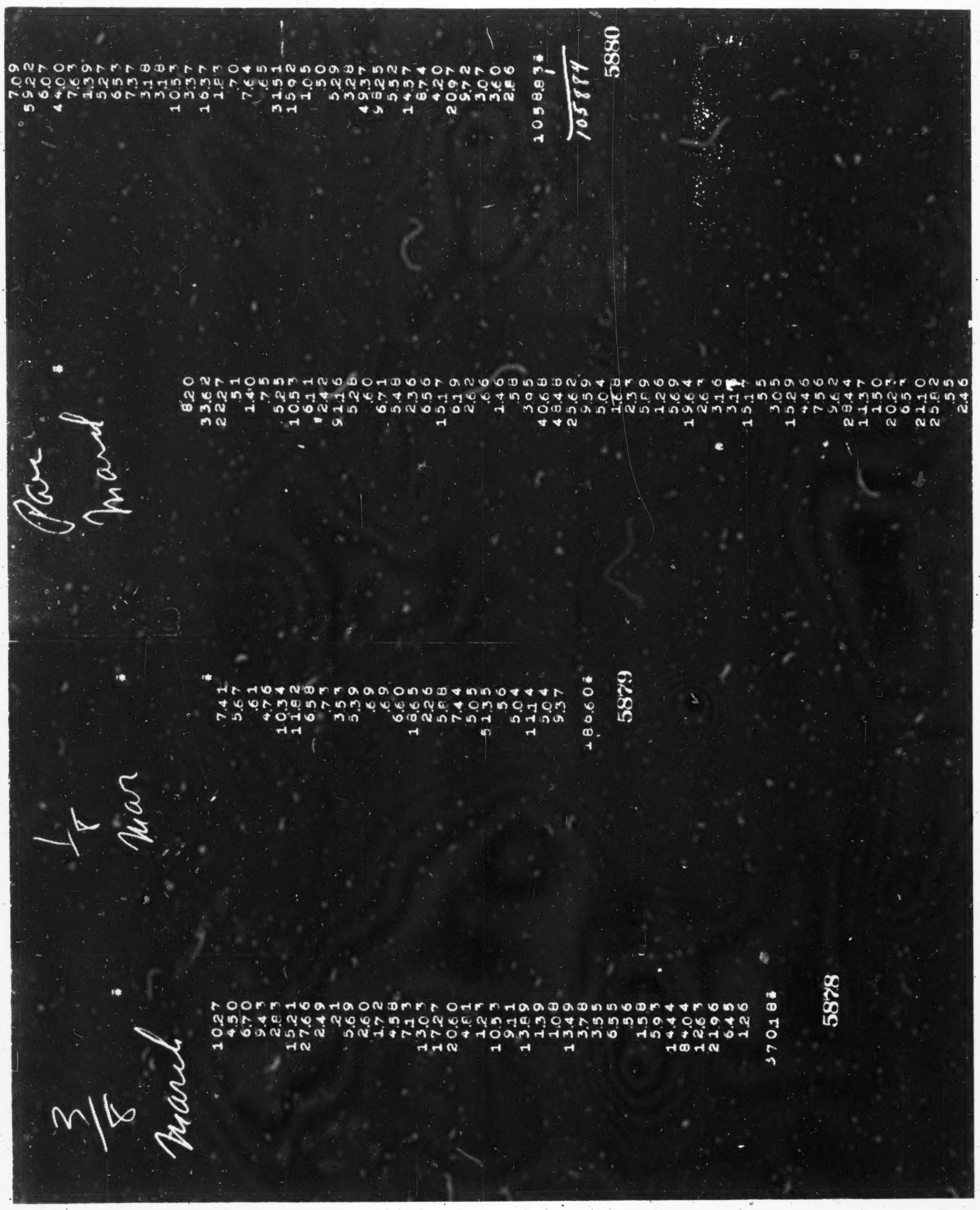
Mar 41

Resp 165C

Voucher	Par	1/8	3/8	Voucher	Par	1/8	3/8	Voucher	Par	1/8	3/8		Par		
9553		741	1027	9643	504			9833		588	355	Carley	20218		
"		567	450	"	168			"		744	655				
"		61	470	"	233			"		505	56				
"		476	943	9658	589			"			158	Dofel	105884	18660	37018
"		1034	283	9679	126			"			593				
"		1182	1521	9680	569			9835	139	5135					
"		658	2766	9683	1964			"		56					
9554	820			9684	263			9844			1444				
9556	3364			9689	316			9853	527						
"	2237			"	317			9862	653						
9580	51			9693	1517			9863	737						
9581	140			9711	55			9864	318						
9583	75			9719	305			"	318						
9586	525			9721	1529			9865	1053						
"	1053			9726	446			9866	337						
9587	611			9727	756			9867	1637						
"	242			9731	962			9880	183						
	9116			9734	2844			9883	70						
9589	528			9739	1137			9919	764						
9596	60			9740	150			"	65						
9597	671			9744	2023			"	3151						
[illegible]	548			"	653			9920	1592						
[illegible]	236			9778	2110			9921	105						
[illegible]	656			9779			1727	9922	50						
[illegible]	1517			"			2060	9626			8404				
[illegible]	619			"			481	9933		504	1263				
"	262			"			123	"		1114	2196				
[illegible]	66			9781		539		"		504	645				
[illegible]	146			"		69		"			126				
"	58			"	2582	69		9936	529						
[illegible]	375			9782	55			"	328						
	4068			9828	246			9966	4937						
	4148			"	709	660		9969	9825						
	2562			9829	5922			"	552						
	959			"	607			"	1457						
[illegible]		73	249	"	4400			9970	844						
		353	21	"	763			"	420						
			560	9830			1053	"	2097						
			260	9832		1865	911	"	972						
			172	"		226	1389	10005		937					
			458	"			139	10157	307						
			713	"			108	"	360						
			1303				1349	"	286						
							378								

5877

103


5880
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FEDERAL TRADE COMMISSION
Docket No. 5253 RESPONDENT'S EXH. NO. 165-D

Resp 165-D

April 41

Voucher	Pay	1/8	3/8
10437		✓10	1140
"		337	1426
"		1120	3436
"		✓5	1500
"		1150	1074
"			491
"			1088
"			1446
10438	4785		
"	3513		
"	3060		
"	898		
10466	1491		
10467	1050		
10468	75		
10470	✓53		
10473	790		
10483	611		
10489			2400
10491	✓68		
10303	✓12		
"	668		
"	650		
10304	✓07		
10316	✓50		
"	137		
10344	931		
"	901		
10367	✓67		
"	✓7		
10346		1485	378
"		2425	1227
"			✓546
"			1442
10334	1475		
10350	756		
10354		1224	1137
"			854
10344		16	
10349	348		
9350	9966		

Voucher	Pay	1/8	3/8
10351	1140		
"	60		
10356			1506
10353	654		
"	359		
"	1436		
"	394		
10374	211		
10376			1474
10360	1442		
10375	92		
10383		1493	
10419	336		
	3442		
10444	05		
	1942		
	1053		
	1413		
10445	405		
10427	401		
10428	265		
10431	143		
10444	1011		
10446	1316		
10447	3428		
"	1423		
"	2446		
"	2012		
"	2442		
10476		9742	2196
"		719	81
"		2488	113
"		2489	
"		603	
"		2494	
10484		470	1598
"		38	790
"			1519
"			1112
"			2002
10488	2142		
"	1452		

Voucher	Pay	1/8	3/8
10499	1783		
10501	2985		
10502			1747
10503	185		
10513	1342		
10514	2288		
10533	694		
10534	1759		
10536	3428		
10531	1933		
	9423		
	3042		
10541	42		
10542	3426		
10545	163		
10549		1962	1066
"		1457	1326
"		2457	2003
"		2457	2442
"		2457	2442
"		2491	1137
10551	584		
10553	329		
10557		2447	
10561		2442	
10562	630		
	1095		
10611	642		
10670	537		
10676	60	1407	7
	P62		
	933		
	2552		
	949		
	1900		
10677	427		
	2332		
	1996		
	10882		
	1428		
	2493		
10678	1434		
10679			1438

5581

Respondent's Exhibit No. 165.

April 41

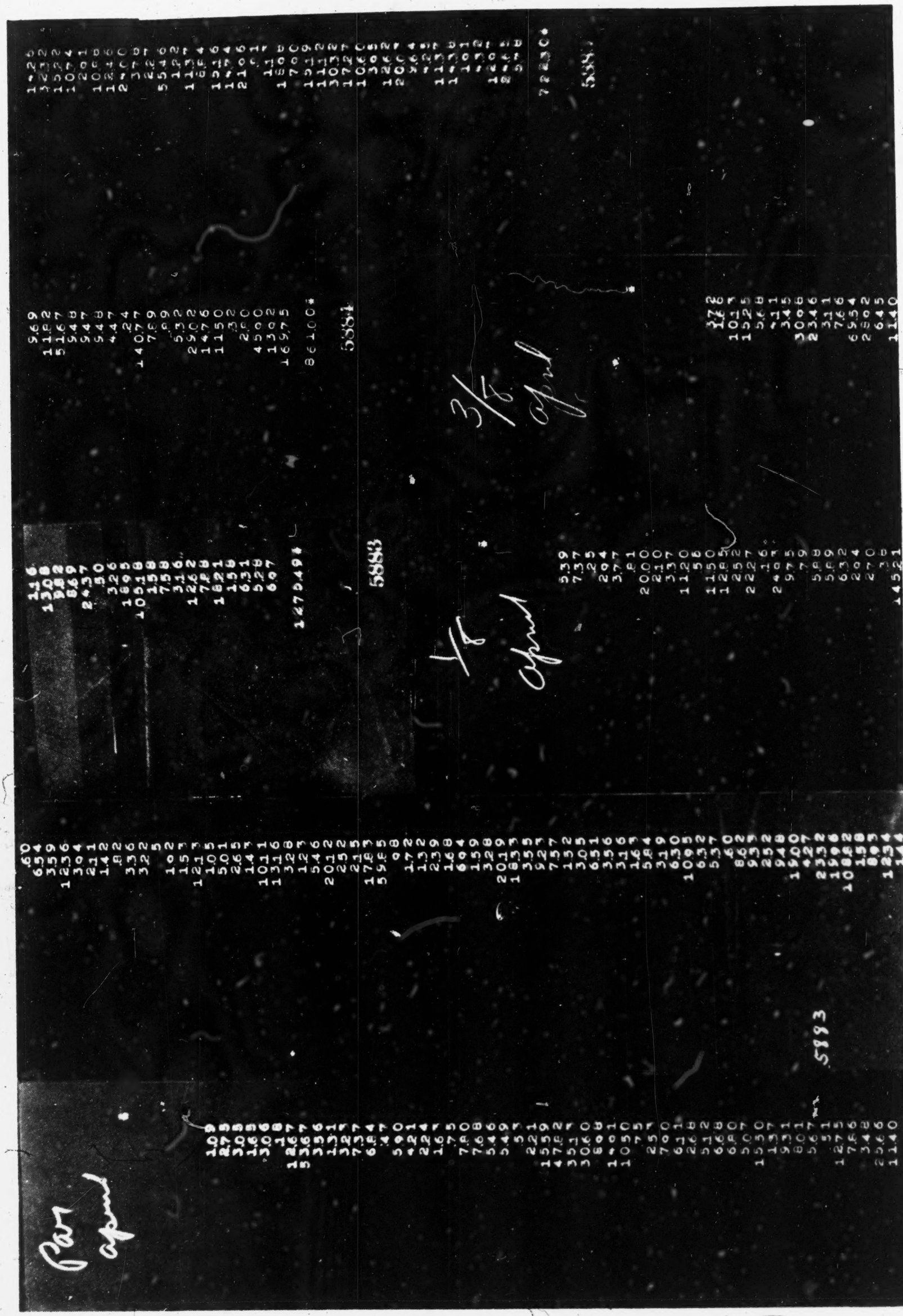
Resp 165-E

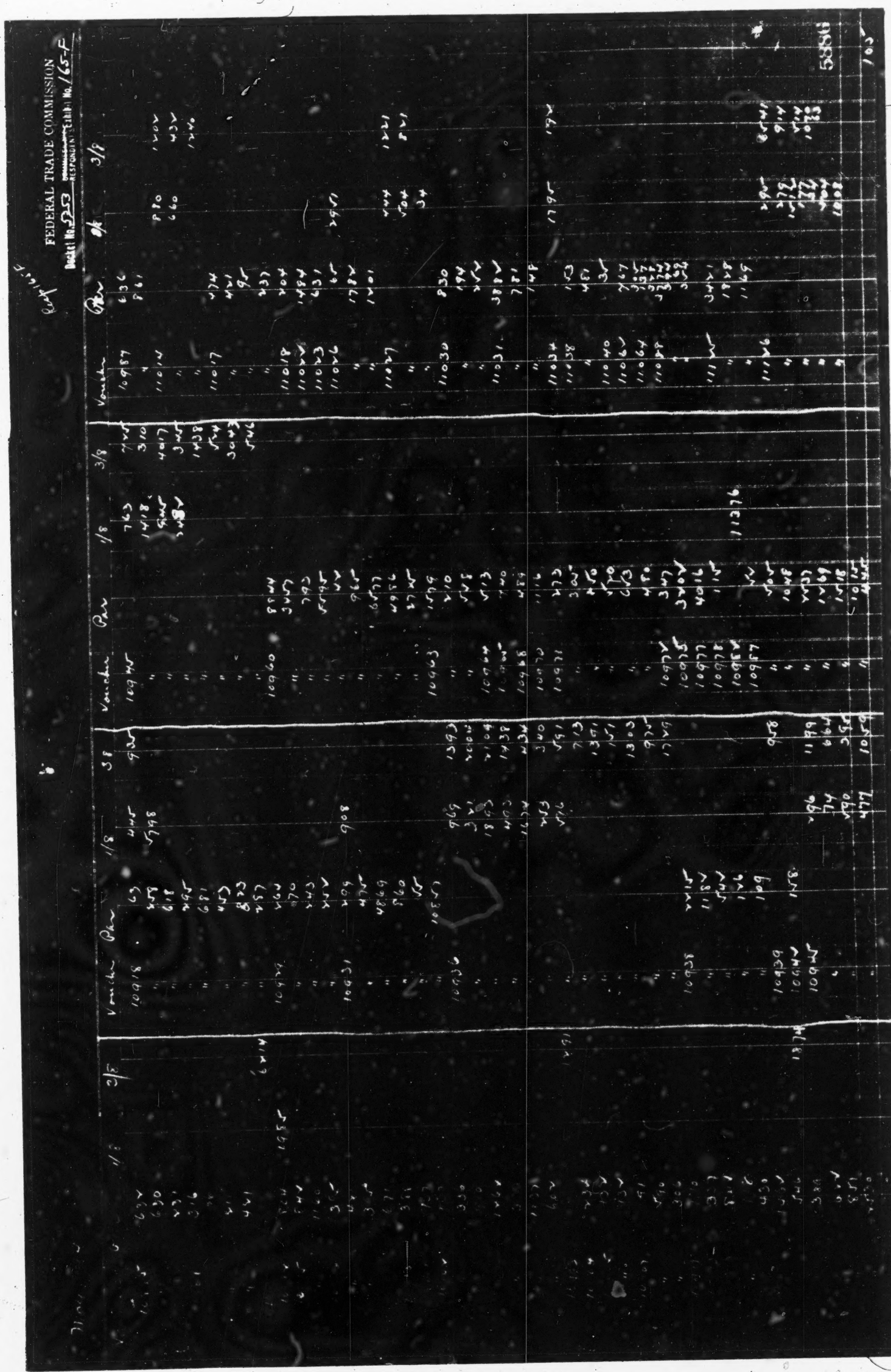
FEDERAL TRADE COMMISSION
Docket No. 5253 Commission Exhibit No. 165-E

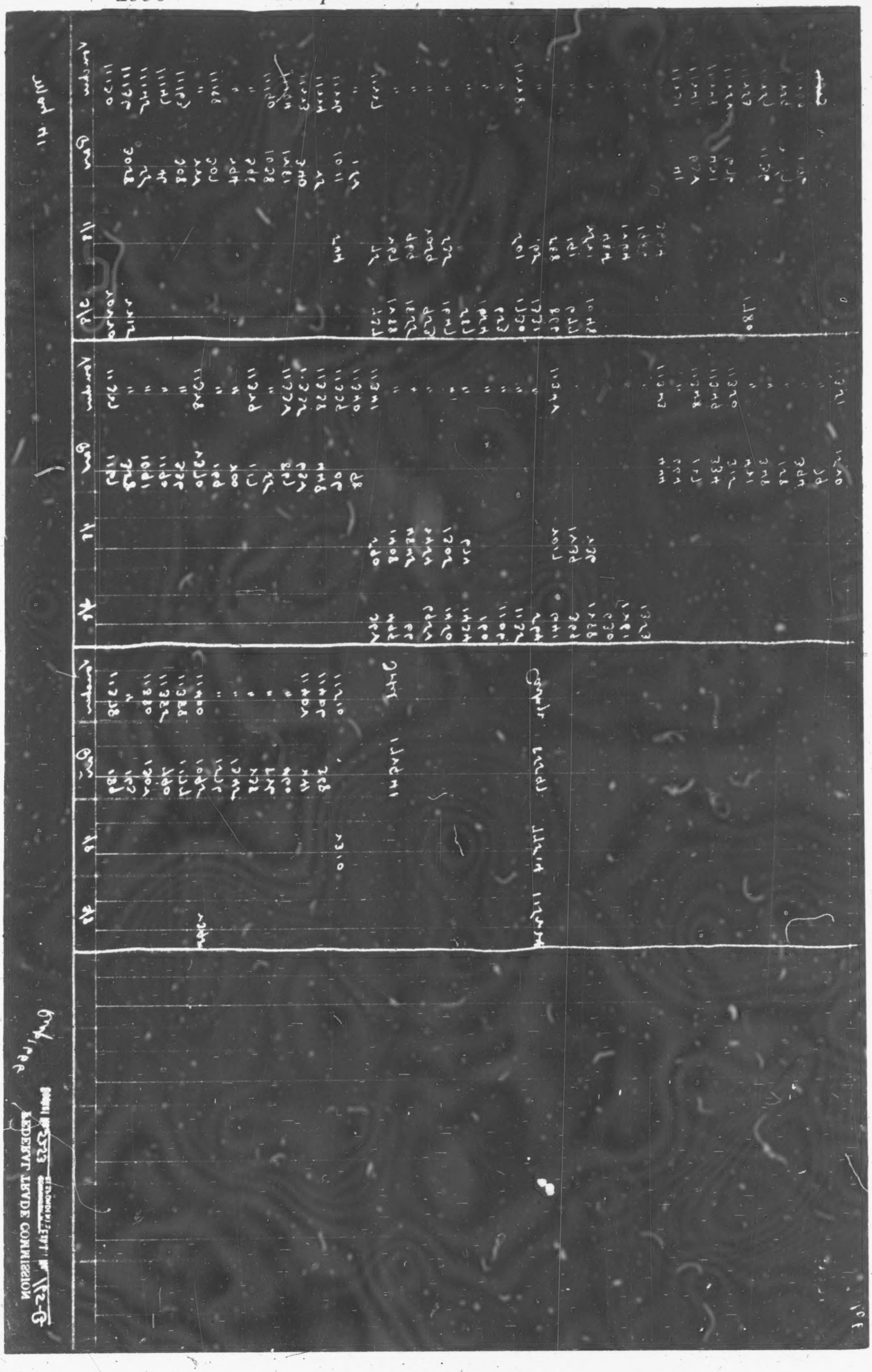
Voucher	Pay	1/8	38
10688	1144		
"	116		
10689	1308		
"	98		
"	869		
"	1137		
10695	50		
"	106		0
"	1895		
10697	10518		
10698		789	191
"		89	43
"		53	1197
"		290	1465
"		1476	518
"		1150	
"		3	
"		250	
"		4590	
"		1394	
10706	158		
"	758		
"	310		
"	1160		
"	798		
"	1581		
"	158		
"	631		
"	581		
10714	697		
[illegible]			
10859		1647 25	
Total	1[illegible]	861 —	7[illegible]
Carried	[illegible]		

0 0 0 0 0

104




FEDERAL TRADE COMMISSION
Docket No. 8823 RESPONDENT'S Exhibit No. 165-F



1/8 May

5888

19.85	5.00	9.14	3.05	5.13	10.11
4.45	14.08	5.14	4.21	7.40	1.52
57.08	48.45	10.70	3.05	4.89	.41
9.08	24.54	.63	6.71	11.16	6.32
9.69	13.05	202.20	3.88	2.73	4.21
3.21	6.74	22.15	7.37	3.05	6.76
18.03	20.17	7.37	1.37	8.50	11.36
4.03	12.39	12.88	3.36	5.20	20.57
16.74	2.36	18.55	9.10	6.53	1.06
2.53	23.10	9.53	12.62	4.80	11.67
5.16		16.47	3.37	3.47	3.58
2.06		5.87	11.37	32.02	10.01
.74		16.54	6.02	40.16	11.90
5.00		6.53	12.34	1.15	3.36
4.77		17.30	1.32	.52	23.70
7.63		13.31	1.32	5.05	1.69
14.18		8.66	.01	10.48	2.00
9.45		6.77	5.00	25.37	1.17
24.82		10.48	3.06	12.69	.55
113.76		17.80	1.70	15.18	8.67
6.36		3.62	3.37	10.15	6.32
8.61		4.09	8.42	4.45	4.48
8.80		.66	1.18	6.36	6
6.60		69.52	4.30	8.61	.08
29.51		14.50	14.62	4.74	4.44
4.44		14.34	5.46	4.21	6.64
5.04		1.60	3.89	.05	1.27
.34		11.06	6.22	2.37	3.34
17.05		11.35	8.51	2.04	3.15
2.05		5.64	25.30	14.84	4.21
2.79		6.41	.63	6.31	3.48
15.12		3.69	2.58	.65	1.58
1.77		12.88	6.18	17.82	3.04
.34		6.30	2.05	12.01	.79
5.04		12.61	6.81	8.30	15.20
10.08		13.53	4.53	1.04	1.89
5.44		23.05	8.23	2.52	1.63
.75			2.87	38.82	13.02
2.67			2.64	7.81	7.90
9.69			.70	1.48	11.77
20.59			2.43	1.53	10.05
5.35			2.52	4.81	15.76
5.01			2.09	.35	13.45
.65			4.75	7.67	2.38
5.88			48.69	3.05	8.26
1.01			8.60	1.37	4.60
25.21			.55	3.28	2.41
4.84			108.57	37.74	3.68
12.64			22.15	3.04	
19.86			11.82	.69	
36.34			5.42	3.54	
			1.26	34.21	
			1.09	18.28	
			1.58	11.69	
			88.44	30.58	
			34.57	.55	
			7.03	.46	
			55.05	3.08	
			.42	2.22	
			9.65	3.07	
			65.77	2.04	
			49.86	3.08	
			27.25	10.38	
			15.79	12.81	
			2.10	3.40	
			5.58	.25	

1729.41

5890

3/8 May

62.14	9.14	3.05	5.13	10.11
12.01	5.14	4.21	7.40	1.52
18.74	10.70	3.05	4.89	.41
9.35	.63	6.71	11.16	6.32
13.03	202.20	3.88	2.73	4.21
20.04	22.15	7.37	3.05	6.76
21.09	7.37	1.37	8.50	11.36
14.38	12.88	3.36	5.20	20.57
4.34	18.55	9.10	6.53	1.06
3.40	9.53	12.62	4.80	11.67
5.01	16.47	3.37	3.47	3.58
7.13	5.87	11.37	32.02	10.01
13.01	16.54	6.02	40.16	11.90
1.51	6.53	12.34	1.15	3.36
13.03	17.30	1.32	.52	23.70
9.75	13.31	1.32	5.05	1.69
17.29	8.66	.01	10.48	2.00
9.58	6.77	5.00	25.37	1.17
11.09	10.48	3.06	12.69	.55
6.64	17.80	1.70	15.18	8.67
3.05	3.62	3.37	10.15	6.32
10.59	4.09	8.42	4.45	4.48
7.25	.66	1.18	6.36	6
3.10	69.52	4.30	8.61	.08
40.17	14.50	14.62	4.74	4.44
3.45	14.34	5.46	4.21	6.64
14.38	1.60	3.89	.05	1.27
5.24	11.06	6.22	2.37	3.34
30.43	11.35	8.51	2.04	3.15
5.46	5.64	25.30	14.84	4.21
12.02	6.41	.63	6.31	3.48
4.32	3.69	2.58	.65	1.58
12.40	12.88	6.18	17.82	3.04
12.21	6.30	2.05	12.01	.79
8.21	12.61	6.81	8.30	15.20
1.02	13.53	4.53	1.04	1.89
65.41	23.05	8.23	2.52	1.63
		2.87	38.82	13.02
		2.64	7.81	7.90
		.70	1.48	11.77
		2.43	1.53	10.05
		2.52	4.81	15.76
		2.09	.35	13.45
		4.75	7.67	2.38
		48.69	3.05	8.26
		8.60	1.37	4.60
		.55	3.28	2.41
		108.57	37.74	3.68
		22.15	3.04	
		11.82	.69	
		5.42	3.54	
		1.26	34.21	
		1.09	18.28	
		1.58	11.69	
		88.44	30.58	
		34.57	.55	
		7.03	.46	
		55.05	3.08	
		.42	2.22	
		9.65	3.07	
		65.77	2.04	
		49.86	3.08	
		27.25	10.38	
		15.79	12.81	
		2.10	3.40	
		5.58	.25	

1152.24

5889

Par May-41

6.32	9.14	3.05	5.13	10.11
6.30	5.14	4.21	7.40	1.52
2.31	10.70	3.05	4.89	.41
3.16	.63	6.71	11.16	6.32
.26	202.20	3.88	2.73	4.21
2.11	22.15	7.37	3.05	6.76
4.21	7.37	1.37	8.50	11.36
8.04	12.88	3.36	5.20	20.57
8.42	18.55	9.10	6.53	1.06
11.60	9.53	12.62	4.80	11.67
	16.47	3.37	3.47	3.58
	5.87	11.37	32.02	10.01
	16.54	6.02	40.16	11.90
	6.53	12.34	1.15	3.36
	17.30	1.32	.52	23.70
	13.31	1.32	5.05	1.69
	8.66	.01	10.48	2.00
	6.77	5.00	25.37	1.17
	10.48	3.06	12.69	.55
	17.80	1.70	15.18	8.67
	3.62	3.37	10.15	6.32
	4.09	8.42	4.45	4.48
	.66	1.18	6.36	6
	69.52	4.30	8.61	.08
	14.50	14.62	4.74	4.44
	14.34	5.46	4.21	6.64
	1.60	3.89	.05	1.27
	11.06	6.22	2.37	3.34
	11.35	8.51	2.04	3.15
	5.64	25.30	14.84	4.21
	6.41	.63	6.31	3.48
	3.69	2.58	.65	1.58
	12.88	6.18	17.82	3.04
	6.30	2.05	12.01	.79
	12.61	6.81	8.30	15.20
	13.53	4.53	1.04	1.89
	23.05	8.23	2.52	1.63
		2.87	38.82	13.02
		2.64	7.81	7.90
		.70	1.48	11.77
		2.43	1.53	10.05
		2.52	4.81	15.76
		2.09	.35	13.45
		4.75	7.67	2.38
		48.69	3.05	8.26
		8.60	1.37	4.60
		.55	3.28	2.41
		108.57	37.74	3.68
		22.15	3.04	
		11.82	.69	
		5.42	3.54	
		1.26	34.21	
		1.09	18.28	
		1.58	11.69	
		88.44	30.58	
		34.57	.55	
		7.03	.46	
		55.05	3.08	
		.42	2.22	
		9.65	3.07	
		65.77	2.04	
		49.86	3.08	
		27.25	10.38	
		15.79	12.81	
		2.10	3.40	
		5.58	.25	

FEDERAL TRADE COMMISSION
Docket No. 5253 Exhibit No. 165-H

June 41

Voucher	Par	1/8	3/8
11575		59	1485
		25 HH	698
		50 SS	1127
		861	906
		HOS	307
			1053
			5587
11577	1213		
11583	807		1799
	536		
11591	413		
11596	1017		
	534		
	1533		
		1464	1045
		7531	1520
		1046	3163
			3769
			1405
			739
			334

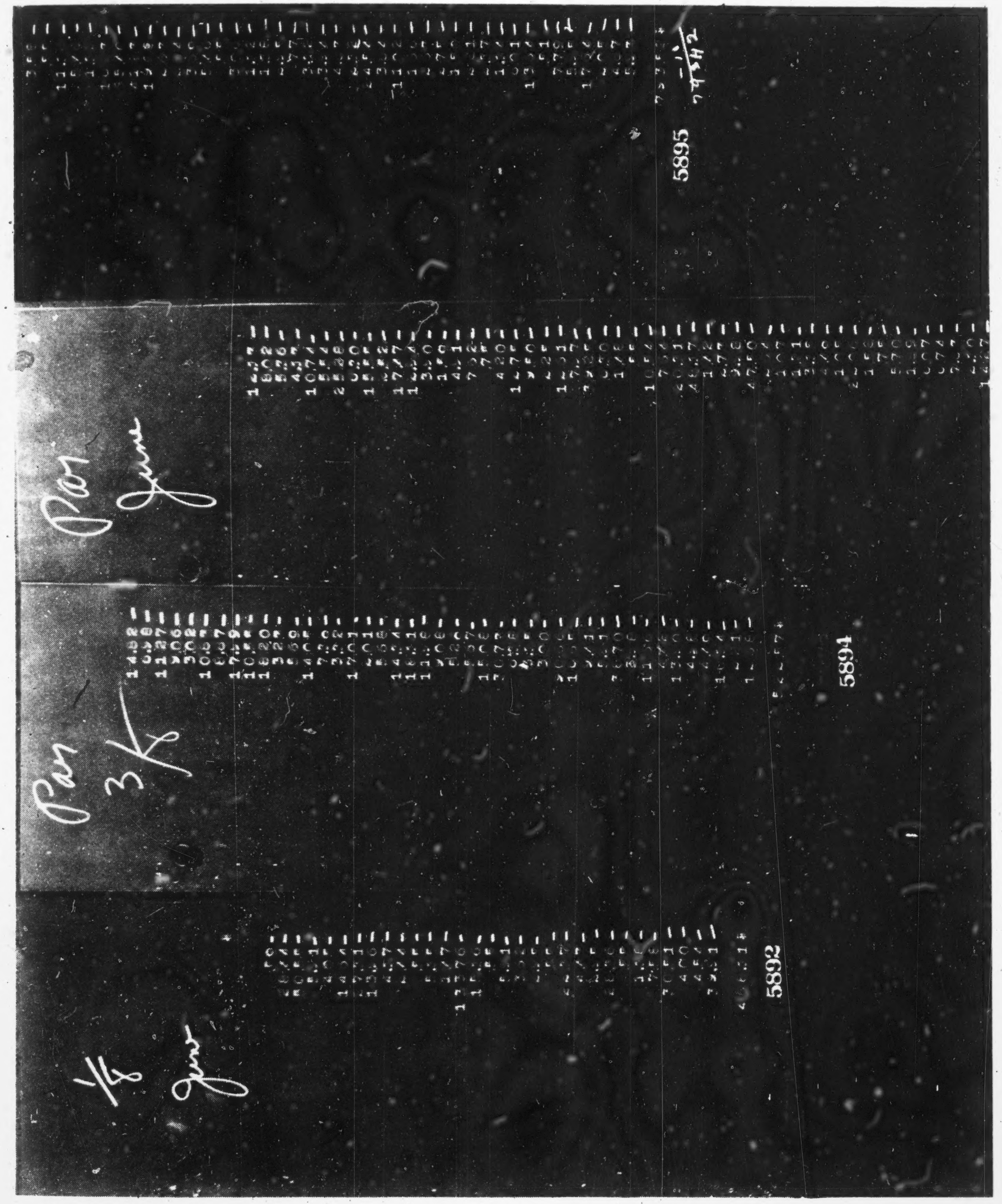
Voucher	Par	1/8	3/8
11637			
11641		1461	
11644			
11657		797	13276
11683		3945	
11704			1198
11707		630	
11708			1416 908
			545
			791 867
			1508
			3473
11720			364
11721		148	
		545	
11744		1045	
		1045	
		796	
11748		1045	
11749			498 638
			545 315
			1437 300
			1403
			1495
			1836
11751		1031	
11752		4817	545 9066
		1442	
		473	
		995	
		4750	
11793		964	
11794		107	
11795		191	
11809		345	
11811		1049	
		1045	
		906	
11814		1841	
		745	
11818		1070	
11820		1179	
11830		607	

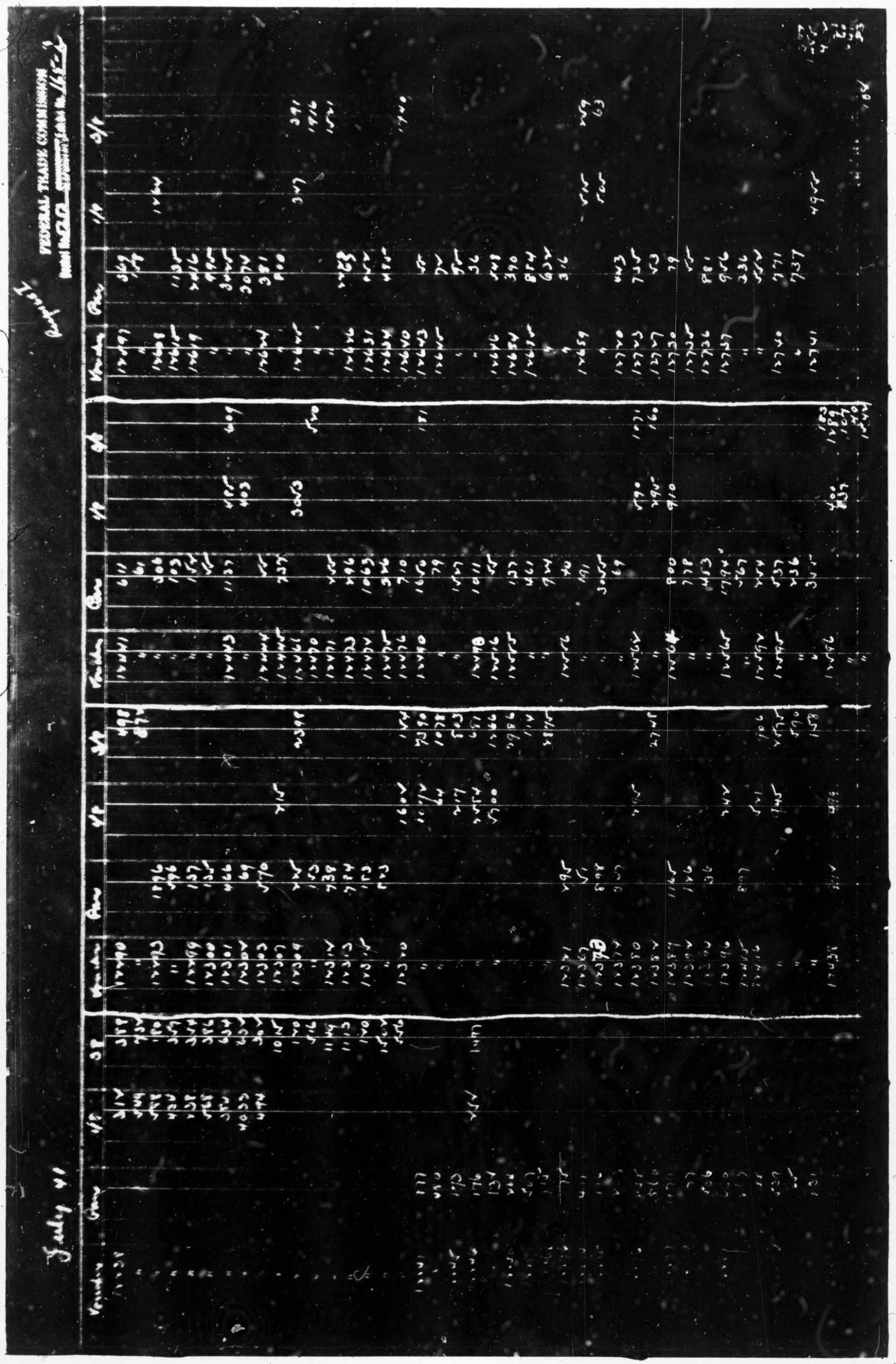
Voucher	Par	1/8	3/8
11844	674		
"	713		
11846	1410		
11847	1447		
11849	345		
11851	545		
11856	1116		
11858		118	0645
"			9401
"			5491
"			3870
"			398
11864	1446		
"	1345		
11866	1643		
11866			1166
11867	6545		
"	4143		
11868	1948		
"	1463		
"	1464		
"	345		
11873			545
"			1350
"			1345
11874	1446		
11875	545		
"	306		
"	1145		
"	1138		
11881	1945		
11882	77		
11886	1345		
"	1446		
"	1438		
11910	1446		
11913	1345		745
11914	1345		1145
"	1446		
11916	1166		
"	1345		
"	1446		
11923			545

Voucher	Par	1/8	3/8
11960	1463		
11964			1421
"			1468
11963		3045	
11957	1345		
"	1450		
11956	1441		
"	1437		
11946	1345		
"	6013		
11944	1364		
11930		1400	
11935	1541	1445	
"	719		
"	1345		
11939	1744		
11930	1445		
11915		3951	
11926	1453		
"	1473		
Total	73372	4811	53257
Cudays	1445		

5834

Respondent's Exhibit No. 165.


5895
5894
5892
Pan June
Pan 3K
1/16 June



Resp 165 J

FEDERAL TRADE COMMISSION

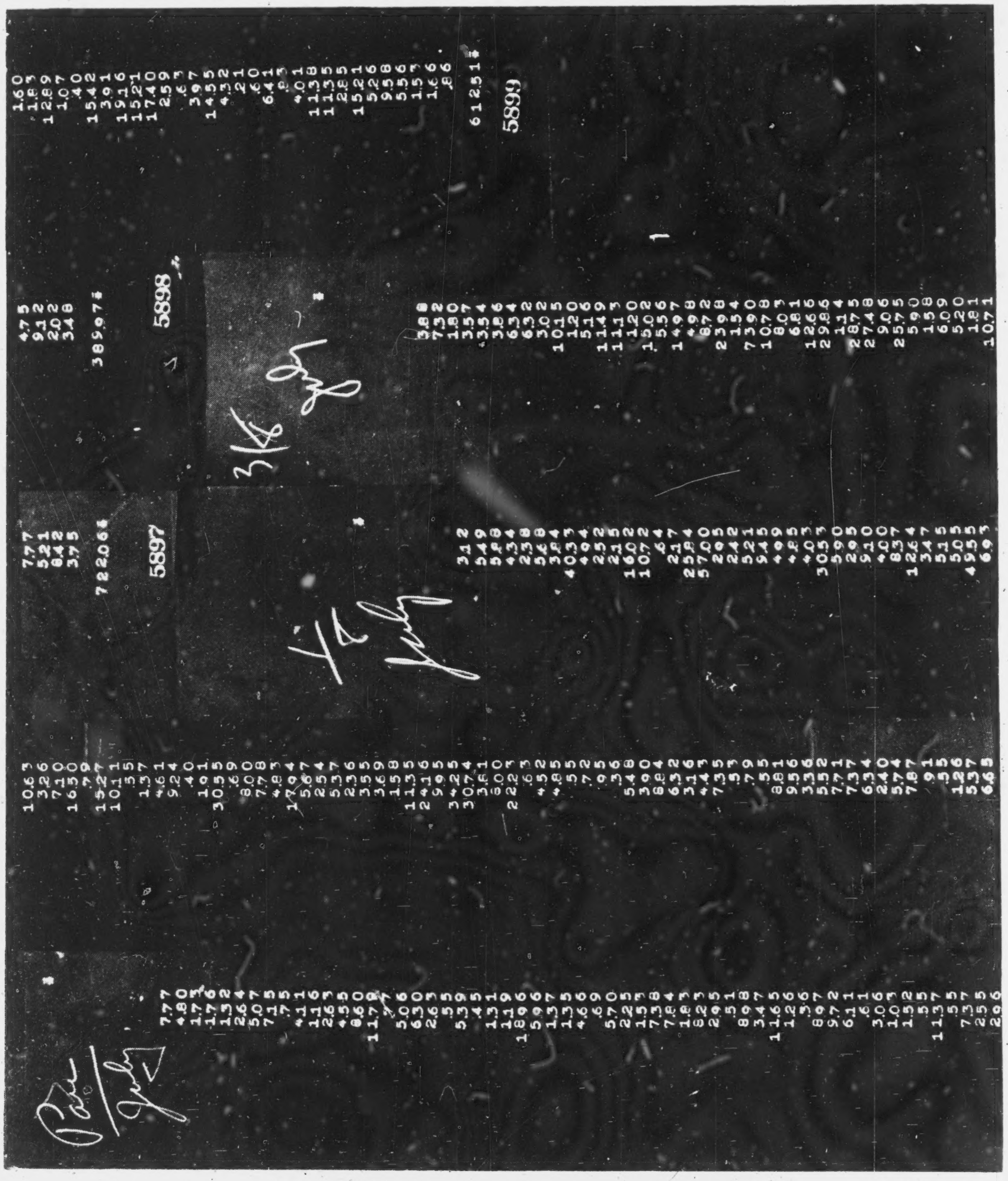
Docket No. 5253 ~~COMMISSION~~ RESPONDENTS Exhibit No. 165-J

Jany 41

Voucher	Par	1/8	3/8
12744	634		
12744		693	901 1138
"		475	1135
"		914	255
"		204	1541
"		348	546
"			958
"			556
			153
12745			166
12746			86
12748	200		
"	574		
12750	737		
12758	91		
12794	55		
"	126		
12813	537		
"	665		
12814	777		
"	521		
"	844		
12851	375		
Total	90406	38497	61451

Cartage 35850

5896.



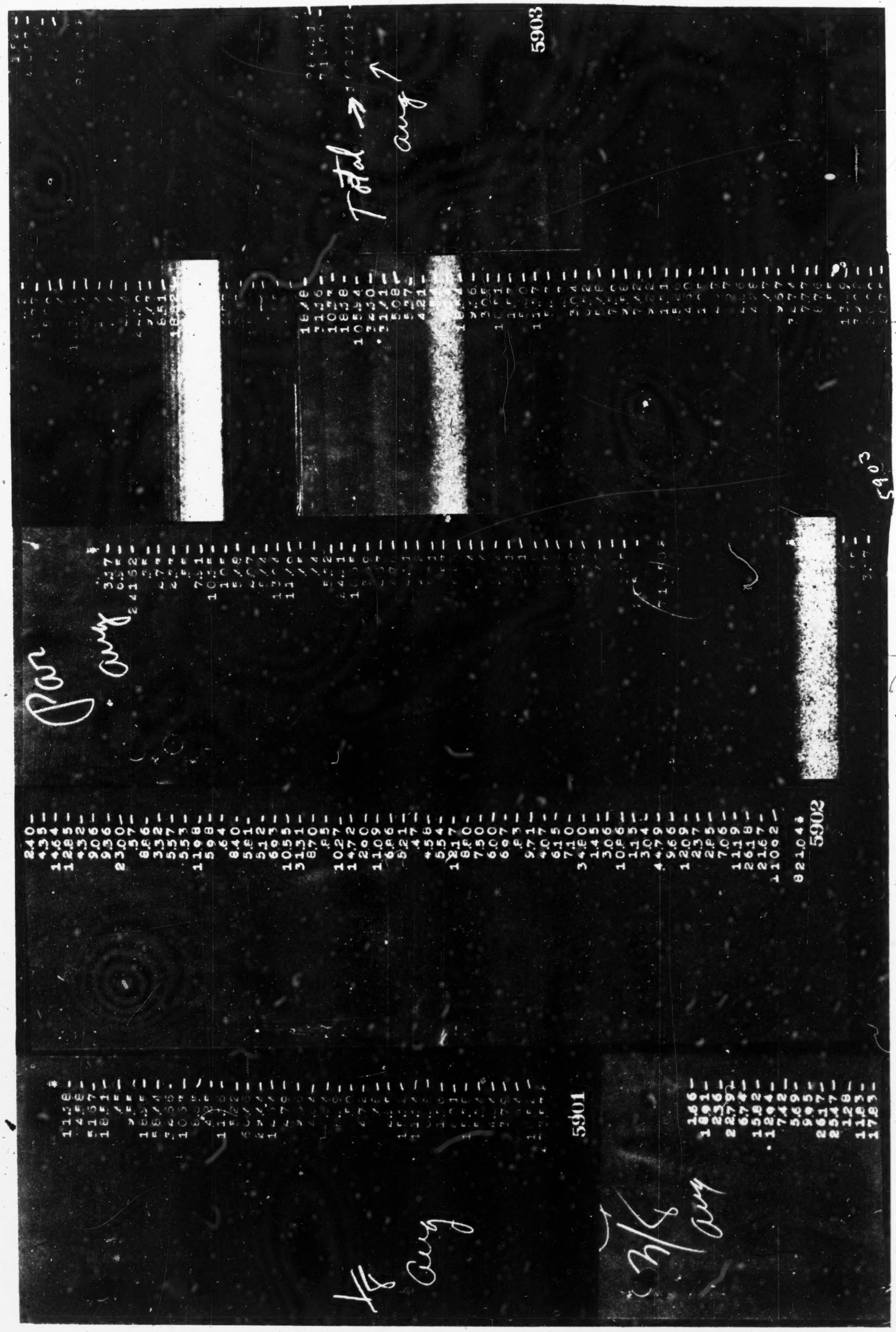
August 41

FEDERAL TRADE COMMISSION
Docket No. 23 Exhibit No. 165-K

Voucher	Par	1/8	3/8	Voucher	Par	1/8	3/8	Voucher	Par	1/8	3/8	Voucher	Par	1/8	3/8
12962		1118	166	13064	541	3266		13258	537			13511	1389		
"		458	1991	13066			936	13260		[illegible]	[illegible]	13512	3902	64	
"		5167	236	13067		1063		13279	421			13513	[illegible]		
12966	317	1851	2279	13069	183			13280	714			13514	[illegible]		
12969	695		1582	13076	842			13283	1854			13516			11092
12970	24162			13087	317			13284		48		13517	653		
12972	35			13088			2300	13336	816			13519	64		
12986		955	1294	13091	92			13339	1051			13520		1052	
"		1895	[illegible]	13094		885	[illegible]	13341	[illegible]			13634	486		
"			[illegible]			1116	[illegible]	13343	[illegible]						
12992	273			13098	1077			13344	83						
12994	233			13014	509			13370	304						
12995	55			"	04			13372		295		Total	160141	473 53	821 04
12996	1791			13106	1238	522		13375			521				
12997	1615	5844		13111	1234			"			[illegible]	Carriage	29086		
12998	105			13114	124			13376	632						
13001	548			13116		6646		13464	548						
"	207			13117	464			13475	239						
"	544			13122	284	2944	1198	"	358						
"	1304			13152	2219			13480	922						
"	1149			"	943			13481	131						
13014	45			13167	851	1264		13483	460						
"	44			13176		279	598	13489	105						
13016	532			"		966	64	13500	267						
"	2491			"			840	"			1217				
"	1065			13190	1882		581	13502	67		880				
13017	369			13191	1005		512	"	286		750				
13018	263			13194			1055	13504	428						
13019	476			13222	337		3131	13506	47						
"	211			13223		484		"		1512	600				
13020	922			13230			870	"		1114	697				
"	301			13231	459			"			83				
13026	758			13232	153			"			971				
13040	290			13238	363		85	"			407				
13041	840			13240	1500		1027	13508	967		1086				
13048	45			13246	2001			13509	3274	698	115				
13050	208			13247	55		1472	"		136	304				
13051	135			13255	779	84		"		801	4479				
	2566			"	1848			"		1538	966				
13052				13256	3110			"		534	1209				
"				"	1033			"		484	237				
				"	1818			13510	777	379	285				
				"	10594			"	876		706				
				"	3210			"	55		1119				
				"	3141						2618				
				"	508						2167				

5/10

110


5903
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5901

Respdt's L

FEDERAL TRADE COMMISSION

Docket No. 8253 RESPONDENT'S EXHIBIT No. 165-L

Voucher	Par	1/8	3/8
13977			687
13794			443
13795		638	
13796		1494	569
		1454	1133
			1339
			639
13798	1102		7991
	94		
13807	1399		
13808	733		
13809			1104
			674
			1196
13811	367		
13813			1614
13814	384		
13815		1881	
13838			
13839	378		
	1112		
13839			
13843	1977	3459	
	434		
13844	401		
13845	1105		
13837	3176		
13875			
13877	1446		
13878			1417
13896	106		
13896	1471		1773
13914	1126		
13930	486		
13931	10476		
13933	1419		
13936	1154		
	1645		
13938	1161		
13939	1169		
13933	1143		
13976	1751		
13977	198		

Voucher	Par	1/8	3/8
13978		1673	766
"		1400	1154
"		1484	1393
"		1673	
"		1654	
13980	305		
14000			2780
14008	1586		
14009			1050
14010	1113		
14011	180		
14015		6671	
14020	135		
14023			364
14027	630	3434	
	1678	1454	
"			
14028			
14029			
14033	396		
14039	653		
14043	1453		
"	3454		
14047		56	
14048	1921		
14049	1920		3493
14050		761	3383
"		800	3434
"			1893
"			1218
14058	1080		
14060	3454		
14063	4113		3179
14134	434		
14157		3084	
14		1454	
Total	8449 47	4777 0	1281 51
Quantity	44974		

5904

1/8 Sept

5.68 –
1.75 –
1.73 –
6.12 –
6.97 –
1.19 –
10.77 –
.55 –
4.62 –
3.55 –
61.74 –
2.85 –
.60 –
14.94 –
5.62 –
58.81 –
32.59 –
15.73 –
.20 –
4.00 –
4.84 –
50.55 –
14.94 –
6.97 –
9.52 –
66.71 –
34.72 –
1.45 –
.56 –
7.61 –
8.00 –
30.82 –

477.70#

5905-A

For Sept

5.76 –
3.79 –
1.96 –
7.79 –
6.74 –
6.29 –
7.38 –
5.36 –
18.33 –
8.12 –
.60 –
1.05 –
2.53 –
5.23 –
1.00 –
13.48 –
3.58 –
8.85 –
1.05 –
6.74 –
6.58 –
9.18 –
5.75 –
21.34 –
16.29 –
2.62 –
2.63 –
.50 –
1.26 –
.60 –
6.45 –
2.29 –
31.60 –
6.30 –
2.37 –
.84 –
1.27 –
3.16 –
1.19 –
6.32 –
.88 –
3.89 –
8.00 –
.94 –
13.99 –
7.33 –

3.67 –
3.84 –
.64 –
.55 –
1.25 –
3.78 –
4.21 –

1.12 –
.25 –
19.77 –
.39 –
6.34 –
2.01 –
1.05 –
3.26 –
12.46 –
1.06 –
2.21 –
69.69 –
11.56 –
4.86 –
104.76 –
26.19 –
1.11 –
1.52 –
7.65 –
8.61 –
8.68 –
1.43 –
17.51 –
.99 –
.70 –
3.05 –
15.56 –
11.13 –
1.80 –
1.33 –
6.30 –
58.39 –
.70 –
.56 –
.55 –
2.22 –
10.55 –
10.52 –
3.06 –
6.53 –
4.12 –
1.53 –
6.14 –
3.42 –
19.12 –
9.72 –
11.02 –
10.80 –
3.52 –
8.80 –
41.13 –
1.34 –
.55 –

5905-B 849.50#

3/8 Sept

28.75 –
8.98 –
13.52 –
7.72 –
6.62 –
6.72 –
9.57 –
16.87 –
7.53 –
11.88 –
2.79 –
3.68 –
10.36 –
3.45 –
14.74 –
11.27 –
2.75 –
13.47 –
30.33 –
20.93 –
56.87 –
2.23 –
1.22 –
3.69 –
11.37 –
9.33 –
7.90 –
6.39 –
35.81 –
7.91 –
11.04 –
6.74 –
1.16 –
36.96 –
16.14 –
12.17 –
257.73 –
6.54 –
.76 –
15.05 –
15.95 –
13.33 –
278.05 –
10.50 –
3.62 –
32.03 –
23.83 –
1.74 –
32.34 –
9.47 –
18.99 –
12.85 –
6.78 –
3.29 –

1281.51#

5906

October 41

Respondent's

FEDERAL TRADE COMMISSION

Docket No. 6755 Respondent's Exhibit No. 165-M

Voucher	Par	1/8	3/8
14321	1152		
14323		1143	1134
"			4553
14324	1136		
14325	1190		
14326	800		
"	1154		
14327	1158		
14328	1201		
14329			1813
14331	1305		
"	1135		
14334	1140		
14335	1145		
14336	1199		
14337	1153		
14338	1144		
14339	1136		
14341	1157		
14343	1187		
14360	60		
14366	1348		
14370		1646	3337
		1468	1139
		1063	1129
"			1189
"			1121
"			1161
"			1161
"			1161

Respondent's Exhibit No. 165.

November 41

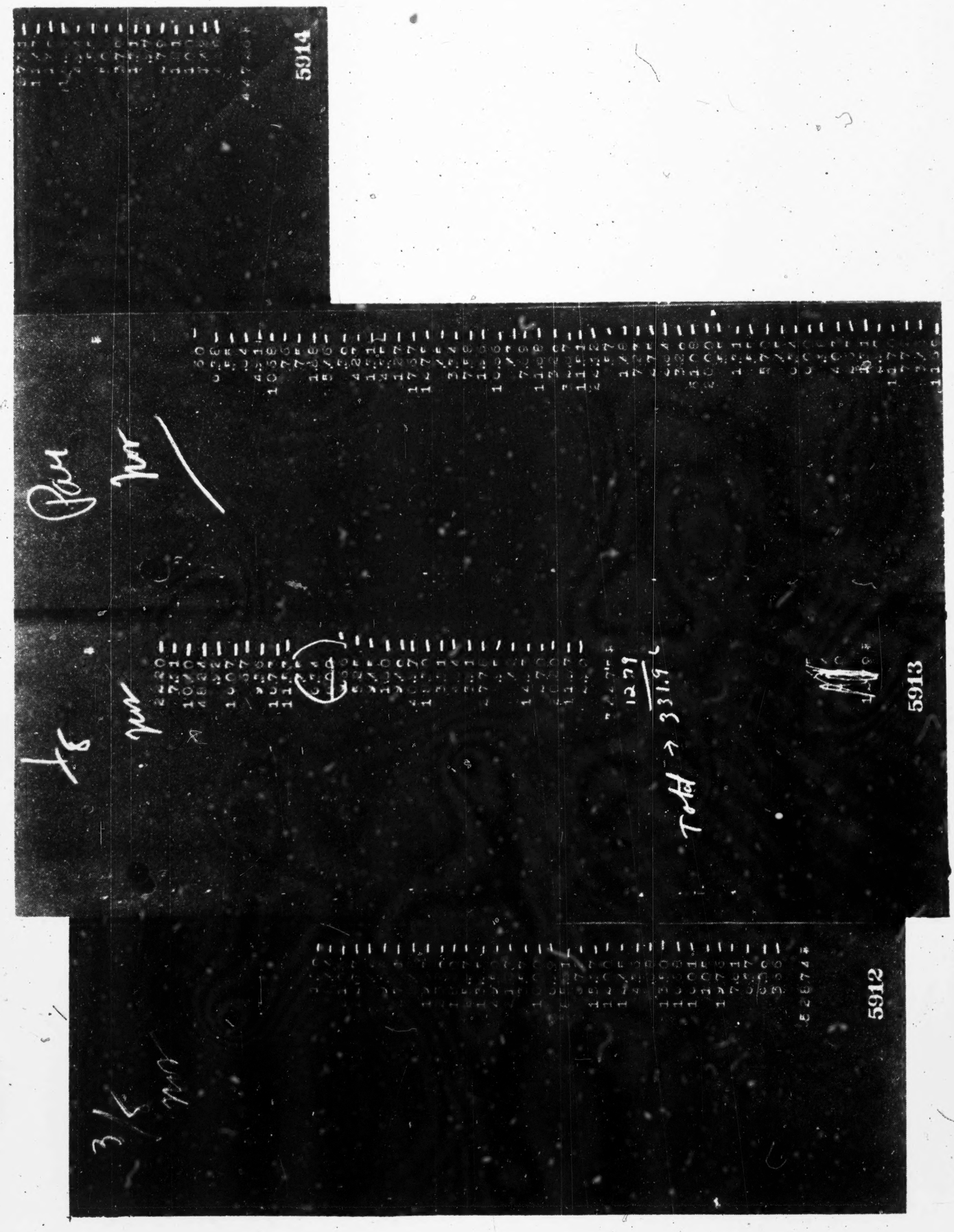
Respondent Cat 1274

Voucher	Par	1/8	3/8
7 std	447 26	331 96	528 74

Carriage 1274

FEDERAL TRADE COMMISSION
Docket No. 5253 RESPONDENT'S Exhibit No. 165-N

Respondent's Exhibit No. 165. 3003


5914
5913
5912

Respondent's Exhibit No. 165.

3005

December 41

Resp 165

FEDERAL TRADE COMMISSION

Docket No. 5253 Exhibit No. 165-0

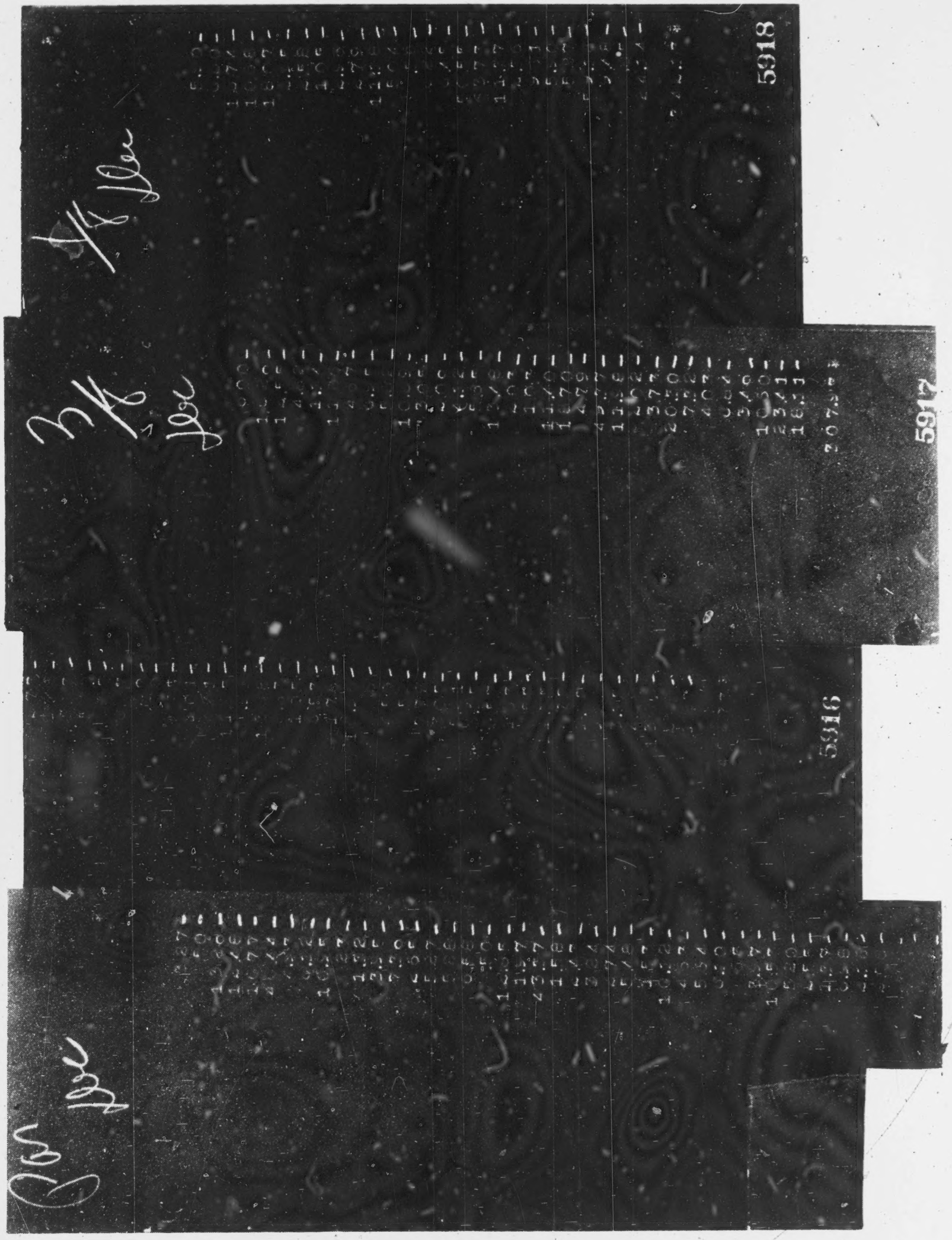
Voucher	Par	1/8	3/8
15806	327		
15808	50		
15811	1329		
15814	1248		
15817	1077 / 4044		
"	493		
15818		590 / 680	600 / 1629
15819	612		
15820	1095		
15822	23		
15823	132 / 395		
"	739		
"	265		
"	527		
"	523 / 658		
15825	50		
15826	1285		
15836	197		
15857	4337		
15868	158	1674 / 1068 / 1807	1255 / 482 / 1114 / 1126
"			467 / 695
"			582
15877	243 / 324		
15879	274 / 548		
15881	153		
15882	1012		
15885	463		
15889	564		
15890	610		1089
15891		295	
15893	65		
15894	397		
15897			305
15901	1053		
15902	520		
15905	255		
15909	137		
15912	698	258	
15914	216	104 / 296	209 / 412
"		279	
15922		1118	

Voucher	Par	1/8	3/8
15976	236		565 / 1348 / 203 / 103 / 1140 / 1870
"			
"			
15998	186		
16001	368		
16002	630		
16003	273		
16009	148		
"	533		
"	520		
16007		504	
16027			479
16054	55		
16069	687		
16070	19		
16072	70		
16077	75		
16080			4937
16082	101	30	1198
"	441		202
"			373
16083	1185		
16084			2030
16088	96		
16097	1368		
16098	883		
16102	105		
16103		622	
16129			
16130	653		
16154		645	732
"		5055	
16172	176		
"	1096		
16175		6373	
16183	06	1137	
16184	450		
16186			403
16194	52		
16197	779		
16198	305		

Voucher	Par	1/8	3/8
16204	521		
16255	315		
16261	657		
16264	163		
16281		236	684
16282	55		
"	1135		
16308		961	
"		590	
16309	475		
16331	117	527	349
16338	922		
16347		5916	
16350	315		
16405	488		
16406			1060
16407		948	2341
[illegible]			1811
16409		85	
16411	1366		
16412	220		
16413	127		
16519		2414	
Carting	17610		
	Checked		

5915

127


5918
5917
5916

John T. Lewis & Bros. Company

Established 1797

Widener Building, Chestnut & Juniper Streets

Philadelphia 7

A. M. Wilson
Vice-President

April 4, 1947

FEDERAL TRADE COMMISSION
Docket No. 5253 COMMISSION RESPONDENT Exhibit No. 166-A
IN THE MATTER OF National Lead
DATE 10/29/47 WITNESS
REPORTER: FEDERAL REPORTING CO.
BY

Mr. Albert B. Tibbets
National Lead Company
111 Broadway
New York 6, N. Y.

Dear Mr. Tibbets:

Reference is made to your letter of March 16th. This will confirm my telephone conversation with your secretary today. Question number one:

(1) 1941 SALES OF HEAVY AND SOFT PASTE WHITE LEAD

	Total Lbs. Sold	Total Frt. & Cartage	Average Prt. Per Cwt.
PAR	8,738,400	$17,246.40	$.197
PLUS 1/8	1,100,000	5,453.20	.495
PLUS 1/4	none	- - -	- -
PLUS 3/8	1,231,600	9,953.71	.808
ETC.			

Very truly yours,

AMW:ECN
G1 - 7

5949

OUR 175TH YEAR
OF CONTINUOUS BUSINESS
1946

SEE LIST OF PRODUCTS ON REVERSE SIDE

Recap 66-5

Recap of worksheets January - Dec. 47

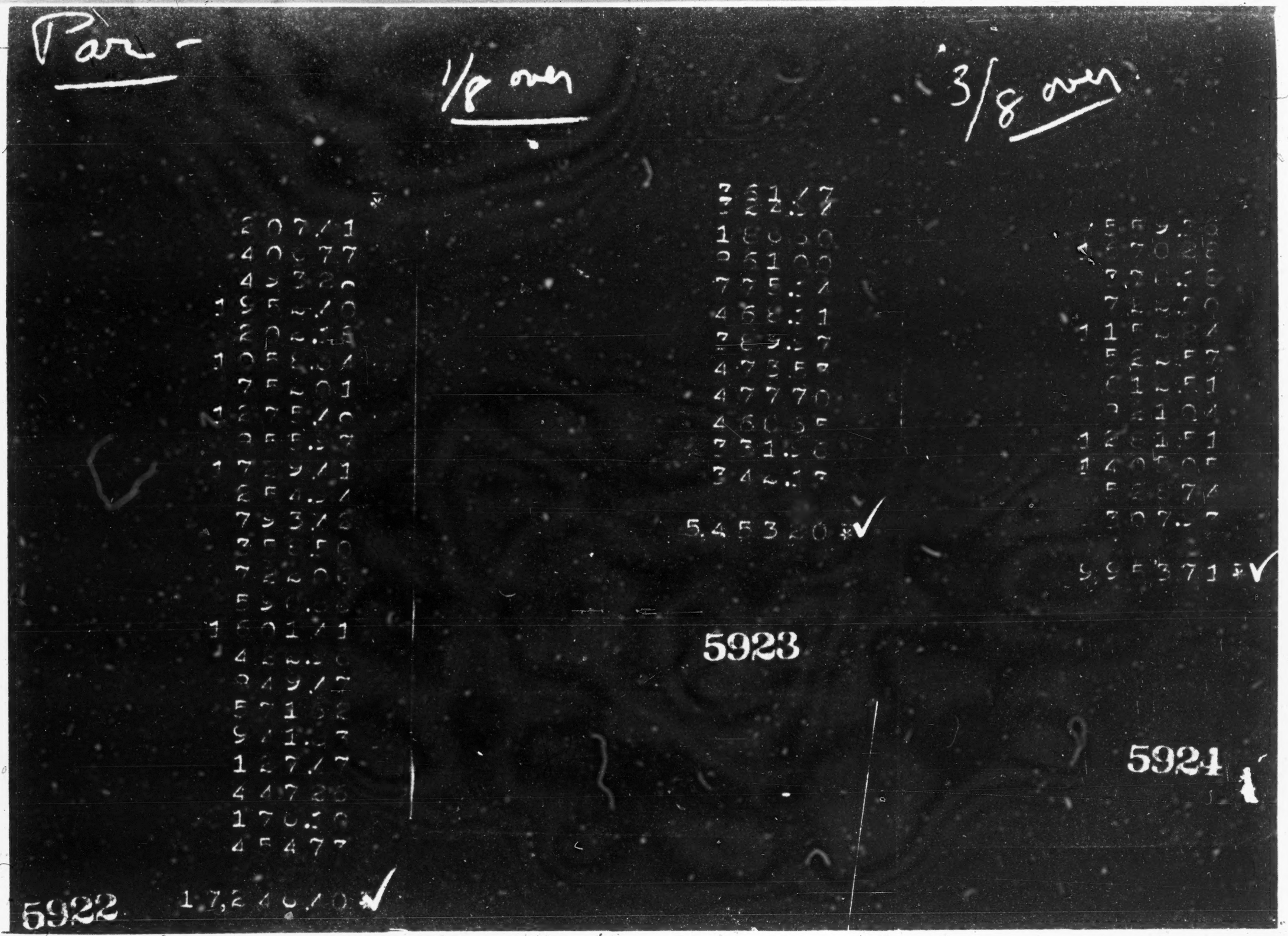
MONTH	PART	CARTON	1/2	2/2		TOTAL
Cartons	207 41					207 41
January	406 77		361 47	559 36		1327 60
Cartons	493 79					493 79
February	1965 40		3744 48	1670 78		7380 66
Cartons	202 18					202 18
March	1015 84		1866 60	370 18		1654 60
Cartons	702 01					702 01
April	1275 49		F61 00	722 30		2858 79
Cartons	855 97					855 97
May	1729 41		775 14	1155 24		3660 79
Cartons	554 94					554 94
June	793 47		468 11	552 65		1754 18
Cartons	358 50					358 50
July	722 86		389 97	612 51		1724 84
Cartons	590 86					590 86
August	1601 41		473 53	835 04		2859 98
Cartons	422 96					422 96
September	849 47		477 90	1281 51		2608 84
Cartons	571 60					571 60
October	941 83		460 60	1405 60		2879 53
Cartons	127 47					127 47
November	447 76		331 96	528 74		1307 56
Cartons	176 10					176 10
December	452 73		342 13	307 93		1104 79
Totals	17246 40		7453 70	9953 71		34653 81

FEDERAL TRADE COMMISSION
Docket No. 5253 RESPONDENT'S Exhibit No. 166-R

Par -

1/8 over

3/8 over



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Respondent's Exhibit No. 166.

3069

NATIONAL LEAD SHUNS NRA PRICE FIXING; SEES ANTI-TRUST LAW

[Chicago Tribune Press Service.]

New York, July 28.—In the belief that the anti-trust laws will eventually be restored in this country, the National Lead company has joined no NRA association that is endeavoring to fix prices, according to Edward J. Cornish, president of the company.

In issuing the company's earnings report for the first half of this year Cornish disclosed that the company had not participated in the drafting of any trade code which provided for price fixing. When asked to comment on the reasons for this policy, he said:

"We feel that price fixing permits inefficient competitors to enter an industry. For this reason, we are glad that none of the NRA associations in which the National Lead company holds memberships provides for price fixing.

"The suspension of the anti-trust laws which was effected by the National Industrial Recovery act is only temporary, in my opinion. When the anti-trust laws return many companies may again have to learn to operate on an efficient, economical basis."

Turning to the plight of the farmer, Cornish said that as a boy on a Nebraska farm, he had seen several agricultural crises, and that natural correctives had always restored equilibrium.

"During the last few years," he declared, "farmers would have been better off if they had gone to their mortgage companies and arranged to lease their lands instead of invoking federal aid."

1941 – Sales Heavy + Soft Paste 169A
Hasselbrock

	Total Pounds Sold	Total Freight + Cartage	Average Freight + per Cwt
Par	3[illegible]794	1[illegible]2413	.514
Par + 1/4	30[illegible]37½	2[illegible]3056	.769
Par + 3/8	4[illegible]525	4[illegible]24	.925
1941 Sales of Oxides in 66 Lots			
Par	1432450	45503[illegible]	.318
Par + 1/4	213800	11976	.52

FEDERAL TRADE COMMISSION
Docket No. 5253 Respondent's Exhibit No. 169A
In the matter of Karl Leaf
DATE 6/15/42 WITNESS Hasselbrock
ELLIS REPORTING, INC. Official Reporters
By

5942

1696

	Pan + Va	Va. Pa. N. + S. C.	Ky. W. Va.
	Pan + Va	Pan + Fla	Pan
	65100	131217½	
	24072½	60873⅓	
	27495	30725	
	18035	40947	
	168085	194142	
	299787½	457905	
	6250	2600	
	306037½	460505	3000794
Total Sales			
3767336.			
Freight 272093.89	23536	43620	154413.
Avge Rate	.769	.937	.514
Sales 1941	M L O. 87.+97-	1940 94.99	Total
Net Pan 3371397			1129874

Total Sales

3767336.

Freight	22093.89	235356	431620	1542413
Avge Rate		.769	.937	.514

Sales WLO

	1941		1940		Total	
Through Agents	3371397	89.49%	3268482	94.99	6639879	9212
Other	395939½	10.51%	172263	5.01	568202	788
	3767336		3440745		7208081	

FEDERAL TRADE COMMISSION
Docket No. 5253 Respondent's Exhibit No. 169-B
Identification of
Witness
Date
ELECTREPORTER, INC. Official Reporter
By

Frt. Sales Soft & Heavy Post 1941

169C

	Tenn & Va. Post 1/4	Ala & Ga. N.C. & S.C. Post 3/8	Ill. & Ky Ind & W. Va. Post
	135991	318023	
	66005	92373	
	33360	21244	
	235356	431620	154243

#22 Cartage + Frt 1941

#22,093.89

1691

Dec. 1941 Vouchers		Feb.	April	May	June
55136		55757	55021	41600	57650
55092		60	30	31	71
17		71	31	31	76
20		86	40	16	57613
22		91	42	36	20
26	30 VV		44	37	23
26	30 V3		48	45	25
27	Voids.		50	45	27
28	March 1941		51	47	28
55318		55857	52	50	29
29		58	53	52	30
30			54	53	32
31			55	54	34
32			56	55	37
33			57	57	44
34			58	58	45
35			59	59	47
36			60	60	48
37			61	61	49
38			62	62	50
39			63	63	51
40			64	64	52
41			65	65	53
42			66	66	54
43			67	67	55
44			68	68	56
45			69	69	57
46			70	70	58
47			71	71	59
48			72	72	60
49			73	73	61
50			74	74	62
51			75	75	63
52			76	76	64
53			77	77	65
54			78	78	66
55			79	79	67
56			80	80	68
57			81	81	69
58			82	82	70
59			83	83	71
60			84	84	72
61			85	85	73
62			86	86	74
63			87	87	75
64			88	88	76
65			89	89	77
66			90	90	78
67			91	91	79
68			92	92	80
69			93	93	81
70			94	94	82
71			95	95	83
72			96	96	84
73			97	97	85
74			98	98	86
75			99	99	87
76			3000	3000	88
77			01	01	89
78			02	02	90
79			03	03	91
80			04	04	92
81			05	05	93
82			06	06	94
83			07	07	95
84			08	08	96
85			09	09	97
86			10	10	98
87			11	11	99
88			12	12	4000
89			13	13	01
90			14	14	02
91			15	15	03
92			16	16	04
93			17	17	05
94			18	18	06
95			19	19	07
96			20	20	08
97			21	21	09
98			22	22	10
99			23	23	11
3000			24	24	12
01			25	25	13
02			26	26	14
03			27	27	15
04			28	28	16
05			29	29	17
06			30	30	18
07			31	31	19
08			32	32	20
09			33	33	21
10			34	34	22
11			35	35	23
12			36	36	24
13			37	37	25
14			38	38	26
15			39	39	27
16			40	40	28
17			41	41	29
18			42	42	30
19			43	43	31
20			44	44	32
21			45	45	33
22			46	46	34
23			47	47	35
24			48	48	36
25			49	49	37
26			50	50	38
27			51	51	39
28			52	52	40
29			53	53	41
30			54	54	42
31			55	55	43
32			56	56	44
33			57	57	45
34			58	58	46

169 E

1941

Sept - Nov -

3098
3102
3103
3138
3137
3176
3177

End

SION 3-691

Atlas Steel v. Henry Pratt 169-F

Terminal Rate + 1/2

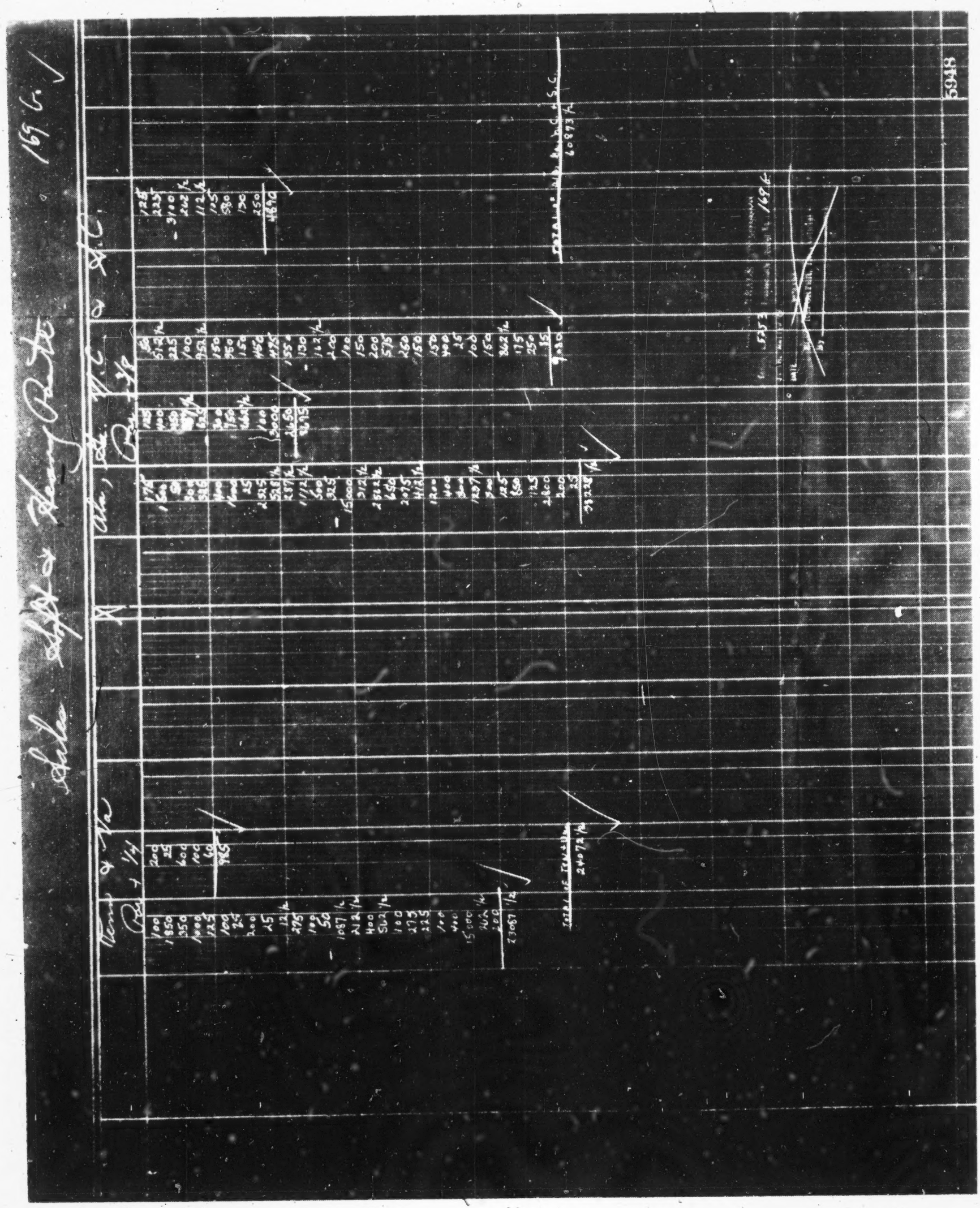
300	150
25	150
100	300
250	350
1800	25
425	1775
300	50
125	25
250	
1112½	36737½ *
300	
50	700
25	300
12½	5037½
725	100
	612½
11875	300
300	675
62½	250
100	87½
125	50
437½	300
75	1337½
25	150
75	912½
62½	175
850	10000
1750	400
125	75
1560	2287½
1650	325
237½	100
175	25
75	150
200	475
1875	1737½
25	500
100	100
12½	1200
75	
350	65100
800	
150	
112½	
25	
2950	
100	
37½	
12½	
300	
62½	
200	
275	

Atlas, Sheffield, Pa. C. & S. C. Rate + 3/4

350	50	25	550
200	1862½	650	3375
225	1425	575	1087½
	150	900	7125
300	150	100	450
125	400	725	900
100	50	400	25
112½	637½	1075	50
1350	187½	137½	50
162½	462½	512½	187½
112½	300	612½	112½
1375	450	500	400
62½	175	325	512½
337½	300	2000	800
800	300	3025	550
300	2062	1425	2125
1725	350	100	2525
137½	2000	3337½	462½
837½	162½	3900	500
462½	825	587½	775
725	525	1387½	2325
612½	2250	1512½	562½
12½	662½	1012½	500
12½	287½	11000	50
50	187½	200	500
250	300	200	550
525	512½	9000	
300	162½	450	191217½
	612½	800	
500	175	1350	
100	350	500	
575	25	50	
150	212½	100	
225	912½	150	
62½	162½		
250	300	1022 67½	
500	537½	200	
425	350	2000	
100	2725	100	
362½	50	150	
2725	150	1387½	
312½	100	87½	
125	300	575	
1212½	912½	1600	
62½	150	12½	
100	700	587½	
1125	850	112½	
1500	500	737½	
50	350	175	
162½	1875	300	
175	100	400	
2087½	600	575	
375	75	1400	
287½	75	300	
150	200	450	

5947

3016 Respondent's Exhibit No. 169.


169 C.V.
5948

#22 Carriage Frt 1941

#22,093.89

FEDERAL TRADE COMMISSION
Docket No. 9253 169-C
DATE ... WITNESS ...
ELECTREPORTER, INC. Official Reporters
By

FEDERAL TRADE COMMISSION

No. 52523

By

3010
2011
Sales - -
Feb -

3034
3035

J61.78
Ledger
Sales
April - 1941

3031

3045

3048
3049
Sales - -

3058

3067
3068

Sales

169-D

5945

3137

3136

3127

December

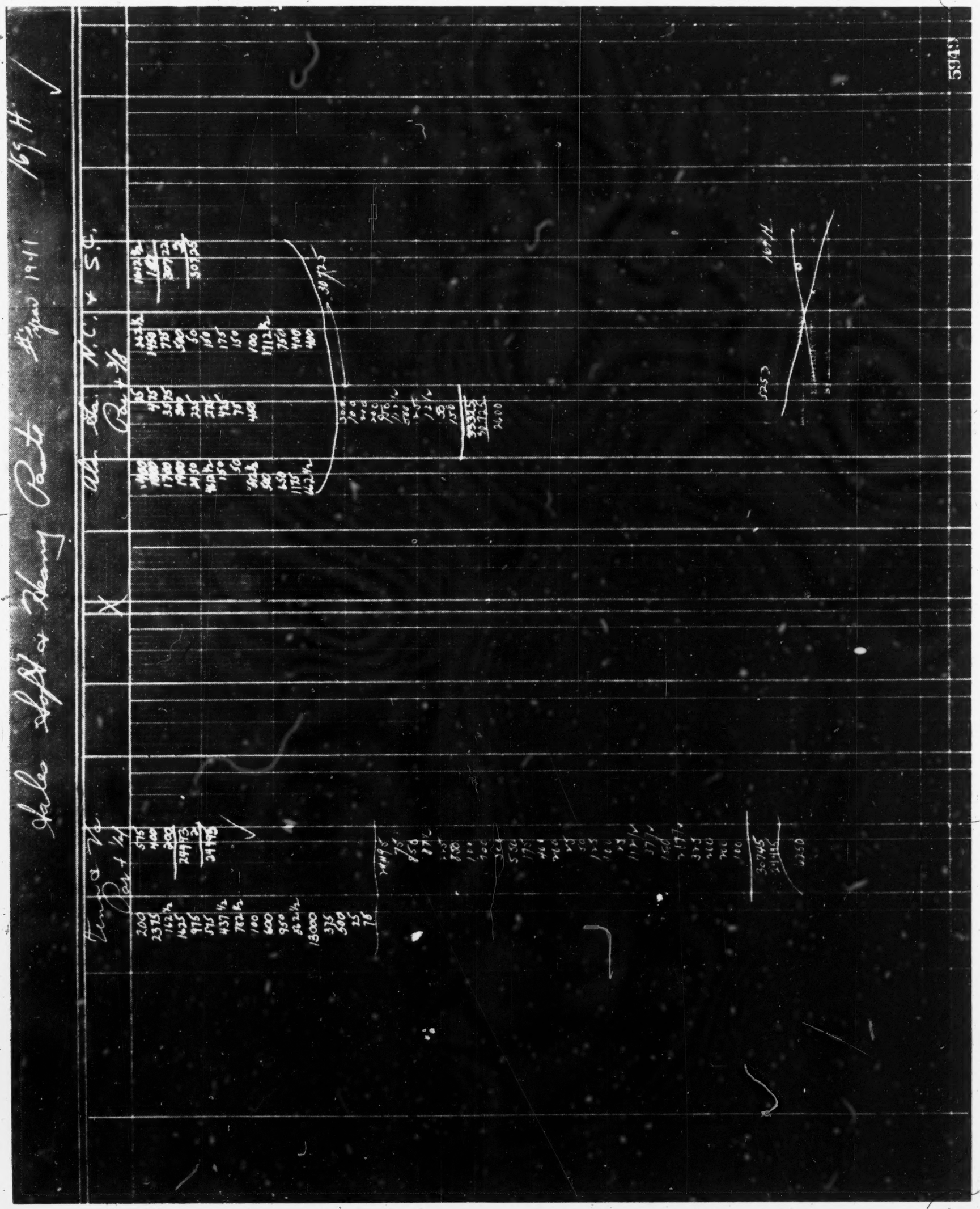
3114

3089

3090

3080

5946



SALES SOFT + HEAVY PASTE 1691

	TENN + VA PAR + 1/4		ALA.	GA., NC + SC. PAR + 3/8		
MAY - 1941	5475	50	525	800	600	3700
	137 1/2	50	500	105	1037 1/2	1075
	887 1/2	337 1/2	112 1/2	225	1462 1/2	400
	50	25	887 1/2	175	1562 1/2	762 1/2
	1162 1/2	850	50	100	512 1/2	712 1/2
	525	350	200	6037 1/2	300	5125
	3037 1/2	437 1/2	1312 1/2	937 1/2	237 1/2	225
	500	350	62 1/2	100	500	1137 1/2
	200	300	105	1150	1437 1/2	250
	400	100	2262 1/2	575	2200	100
	100	2700	2262 1/2	2262 1/2	125	275
	10		100	100	100	75
			512	100		
		18035				40947

FEDERAL TRADE COMMISSION
5253 1691
WITNESS
DATE
ELECTREPORTER, INC.

5950

Sales Left + Heavy Parts — August 1941 — 169-A — Sept

Term + Va.

Pa + 1/4

100	100	1200
1005	1350	200
205	3615	50
725	350	600
2300	50	675
137 1/2	150	50
561 1/2	50	200
1000	6716 1/2	20000 Am Vacuum Oil
600	4337 1/2	100
1175	5975	150
250	75	100
475	1775	75
813 1/2	1775	165025
1100	2207 1/2	
750	762 1/2	
500	7405	
287 1/2	25	
150	475	
337 1/2	1100	
510	5650	
400	2912 1/2	
3600	150	
150	25	
575	75	
125	1237 1/2	
12 1/2	150	
162 1/2	987 1/2	
410	650	
1850	100	
1000	100	
100	50	
50	150	
800	1950	
1100	75	
200	650	
1335	7150	
375	62 1/2	
350	850	
108	1625	
100	525	
	225	
5400	2925	
362 1/2	550	
3050	100	
91 5/8	125	
625	1125	
2425	350	
762 1/2	225	
4325	225	
250	250	
287 1/2	150	
5000	75	
25	6000	
3200	1037 1/2	
975	7200	

Pa + 3/4

600	300	25
3800	200	1350
9700	900	1137 1/2
1300	2000	150
600	3000	200
705	200	925
1900	2000	300
925	6750	100
1100	300	500
2500	2650	700
225	900	1575
263 1/2	3087 1/2	1900
1000	750	113 1/2
105	1000	95
1862 1/2	25	787 1/2
400	1200	525
1500		1787 1/2
2000	250	2160 1/2
300	8350	2850
412 1/2	2537	1000
1000	505	137 1/2
125	1725	737 1/2
2462 1/2	2475	562 1/2
1937 1/2	800	62 1/2
4050	825	287 1/2
811 1/2	950	250
1475	1000	400
425	325	137 1/2
925	1412 1/2	775
225	50	387 1/2
137 1/2		75
2050	450	187 1/2
175	2125	1125
1900	1175	50
1100	1312 1/2	75
1000	4237 1/2	12 1/2
112 1/2	475	12 1/2
725	800	125
450	1625	1887 1/2
1500	1625	10000
75	450	25
300	275	225
800	513 1/2	1000
50	1200	500
75	3075	725
450	2412 1/2	1712 1/2
250	37 1/2	2000
1875	1000	1942
337 1/2	2000	
362 1/2	175	
375	3600	
900	25	
1200	2653 1/2	
750	1575	
1250	50	

5253

169-A

WITNESS

5951

3020 Respondent's Exhibit No. 169.

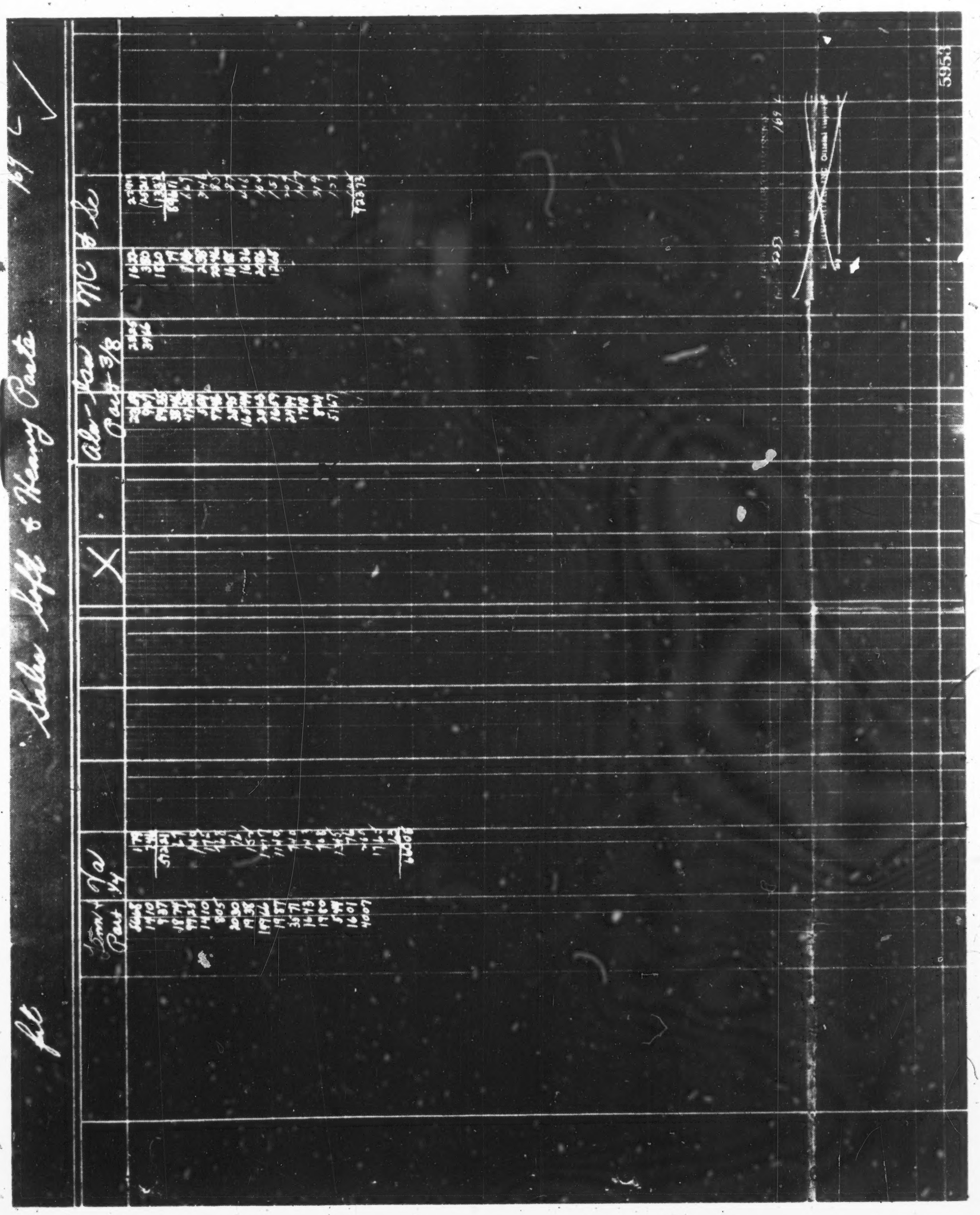
fit — Sales Soft & Heavy Part — # year 1941 — 169 K

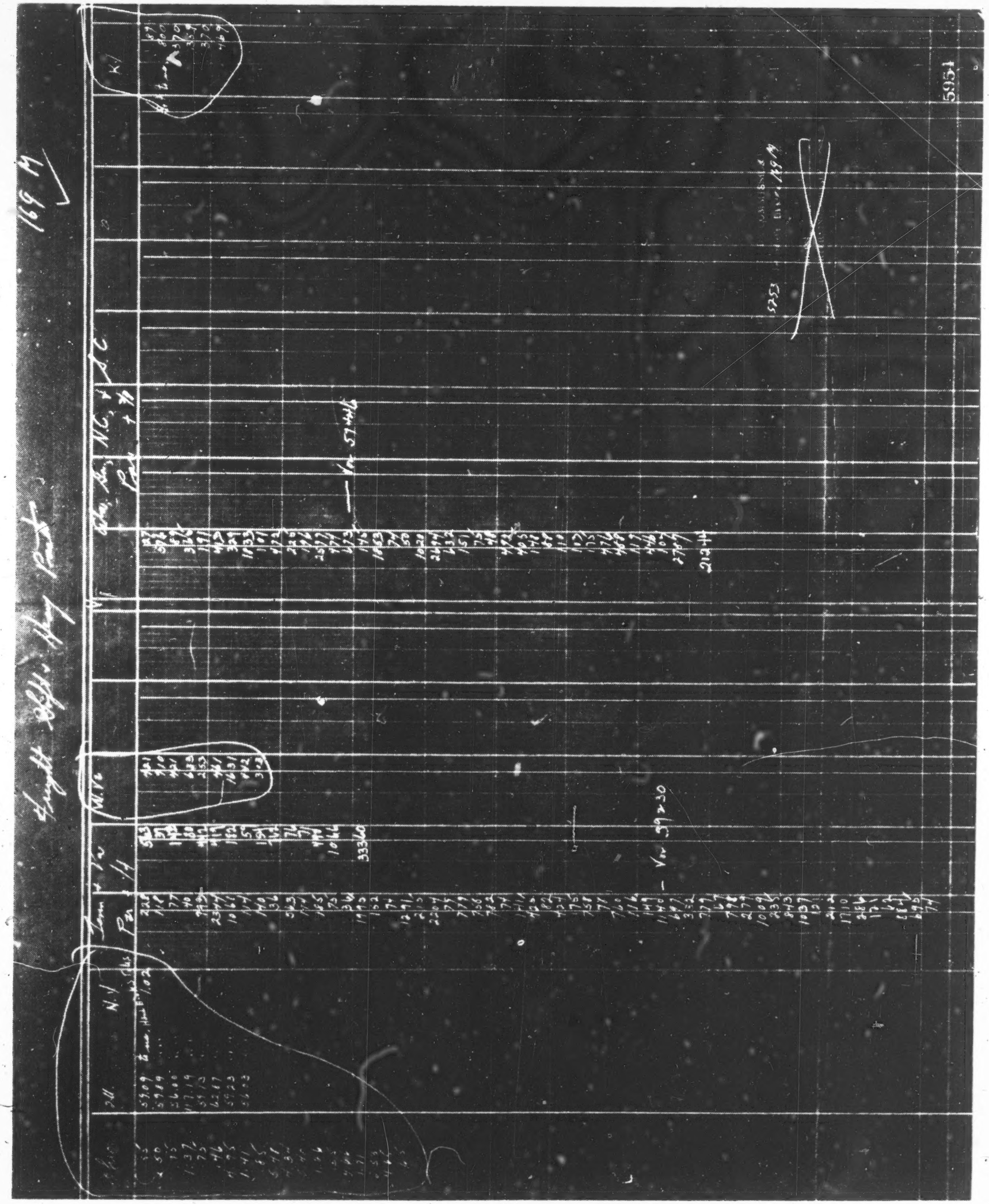
[illegible] 254 [illegible] to [illegible]

Term & Pr Par & 1/4		Ala Ga. NC & SC Par & 3/8		
freight [illegible]	10651	1439	698	1762	1690
	1432	1737	300	660	880
	744	961	1187	5921	1596
	16	488	144	1605	1292
	720	401	671	4300	515
	1244	639	3427	1878	3309
	2033	2423	1922	2663	2222
	5372	1880	1402	767	517
	1704	4149	1255	405	1160
	1738	2004	983	826	2246
	2367	282	845	96	601
	7489	686	1299	290	142
	1601	921	1537	1292	102
	1550	2618	220	2323	213
	55	297	36	1806	3307
	156	51	1790	3940	1028
	798	1254	11849	2376	631
	1737	1759	4139	10268	671
	1912	4688	2002	1758	458
	823	754	1583	1843	1009
	303	1900	943	2268	2976
	892	3597	1728	1404	2023
	661	642	33643	875	1562
	5162	192	1029	25415	1688
	1373	3202	1180	2064	1268
	965	1200	1333	1002	
	937	428	192	1955	318003
	4656	980	3323	2306	
	2407	145	1552	10820	
	3750	1153	1226	106	
	1877		1190	2323	
	2347	135991	3647	2727	
	1615		11300	1362	
	89		2650	605	
	1455		4243	2363	
	89		1628	842	
	94		2324	1031	
	589		192	2317	
	1168		96	4243	
	722		1315	11184	
	83		2512	7477	
	3606		1583	3329	
	32085		147	264	
	3206		832	1292	
	1604		2352	1328	
	863		89	1171	
	964		937	3935	
	1597		1034	664	
	103		2586	1136	
	478		4129	2744	
	990		110	2304	
	798		1668	2642	
	2207		1814	1410	
	683		750	1069	
	411		2109	2236	

FEDERAL TRADE COMMISSION
5953 169 K
of
Date
Electrostatic Copy
By

5952


fit
Sales Soft & Heavy Paste
169 L
Iron & Part 1/4
Ala-Van Part 3/8
MC & Sc
X
5953



Oxides in Carload lots

169 P

	Wt								
Set to Bromophenol	40500	(B)	[illegible]	40550	(B)	17115	[illegible]	40000	(B) 9652
"	41700		[illegible]	40550		17115		40000	9652
	40200		[illegible]	40500		17200		40000	10062
	41200		[illegible]	40550		17115		40000	9652
	40200		[illegible]	40550		17115		[illegible]	
	203800		1059[illegible]	40550		17115		40000	2240
				40800		17072		40000	9652
				40800		17252	[illegible]	[illegible]	
				40550		17115		20400	(B) 5103
		Rate	5[illegible]	40550		17115		19800	(B) 4950
				40550		17115		20400	5106
				40550		17115		19800	4952
				40550		17115		40000	9652
				40500		17230		40000	9638
				40250		16975		40000	9652
				40750		17035		40000	9638
				40750		17175		40000	9652
				690050		2313[illegible]	Lo.	60000	13800
								40000	9638
								40000	9652
								40000	9638
								40000	9652
								942400	1636[illegible]
								690050	2313[illegible]
								1432450	4550[illegible] Rate .318

Rate [illegible]

Rate [illegible]

FEDERAL TRADE COMMISSION
Tel. 5753 Reg. No. 169 P
OF
DATE WEEKS
ELECTROFORTER, INC. Official Reporter
BY

R170-A Baum 6/18/47

1941 Sales of Heavy & Soft & Paste White Lead and Oxides — Atlantic Branch

	Heavy and Soft Paste White Lead			Oxides		
	Total Lbs Sold	Total Frt & Cart	Avg Frt per Cwt	Total Lbs Sold	Total Frt & Cart	Avg Frt per Cwt
Van	19654165	~~[illegible]~~ 4264349	~~[illegible]~~ .2170	55568061	8220236	.1479
Plus 1/3	—			—	—	—
Plus 1/4	—			—	—	—
Plus 3/8	221433	183180 ~~[illegible]~~	8273 ~~[illegible]~~	—	—	—
	19873823	4447529	.2238	55568061	8220236	.1479

Use Lowest Rates to Georgia & Florida - 1941 per J. Azang

No Carload Rate Shipped to Georgia & Florida - per H. J. Whitson
Check on the following Oil Companies in [illegible]

FEDERAL TRADE COMMISSION
Docket No. 5253 Exhibit No. 170-A
In the Matter of As Neth Lead
DATE 6/18/47 Witness Baum
ELECTREPORTER, INC. Official Reporter
By [illegible]

FEDERAL TRADE COMMISSION

Docket No. 5253 Respondent's Exhibit No. 170-B R 170-B Date

Heavy and Soft Paste White Lead in Oil Sales year 1941 — By Towns 6/19/47

Florida	Net lbs.	Lowest Consumer Price		Freight Weight	Ship. Cwt. Carload to Consumer Net Basis Cwt. Gross Weight	Calculation Basis without Weight Allowance Tons	Amount	Freight from Mayfield Calculation on Carload Basis	Calculation Basis on One Carload Shipment to Each Town of Destination
Daytona	100	.99	LCL W	106	68 LT 36000			-72	24480
Gainesville	3537	100	LCL W	3749	90 " 36000	40.31	45451	3374	32400
Jacksonville	46897		61 W	49711	46 X 24000		34723	x 27266	x 13164
Key West	1302		172 W	1380	59½ LT 36000		1172	821	21420
Milanie	34512		68	36583	59½ X 24000		2811W	x 25040W	x 16404W
Ocala	2012	100	LCL W	2133	90 LT 36000	29.22	2106	1642	24120
Orlando	237	102	LCL W	251	72 " 36000	2.72	331	196	28800
St Petersburg	2900	106	LCL W	3074	84 " 36000	35.30	4277	2582	30240
Tallahassee	762		103 W	808	84 " 36000		920	677	30240
Tampa	25705		61 W	27241	46 X 24000		19032	x 14944	x 13164
West Palm Bch	3327	105	LCL W	3529	68 24000	40.15	5479	2371	16320
Total Fla.	121295			128569			91311	77409	253632
Georgia									
Adel	575	100		610	80 LT 36000		664	488	28800
Albany	2825			2995	84 " 36000		3412	2316	30240
Americus	675			716	84 " 36000		819	601	30240
Brunswick	4912		66 W	5207	51 X 24000		3997	x 3116	x 14364W
Cordele	1500	95	LCL W	1590	80 LT 36000	16.51	1907	1212	28800
Douglas	400			424	80 " 36000		461	337	28800
Dublin	821	95	LCL W	870	78 " 36000	9.06	1041	679	28080
Macon	29810	95	LCL W	31599	81 " 36000	32.16	37014	25995	29160
Milledgeville	1250	95	LCL W	1325	81 " 36000	13.76	1584	1043	29160
Moultrie	1000		103 W	1060	84 " 36000		1207	870	30240
Sandersville	187		77 W	198	78 " 36000		228	165	28080
Savannah	29999		61 W	31799	46 X 24000		22212	x 17442	x 13164
Statesboro	1400		94 W	1484	75 LT 36000		1706	1213	27000
Thomasville	3317		105 W	3516	84 " 36000		4043	2853	30240
Tifton	587		100 W	622	80 " 36000		677	473	28800
Valdosta	3688		100 W	3909	80 " 36000		4427	3124	28800
Waycross	4660	80	95 W	4940	75 " 36000	4.76W	5479	3853	27000
Total Ga	87609			92846	58500		65907		422040
Grand Total	208904			221433	93600		157046	153 144688	71 715680
						183150			
						8273			5957

AB 108 18-48 20M

NATIONAL LEAD COMPANY

ATLANTIC BRANCH

111 BROADWAY NEW YORK 6

SUBJECT FEDERAL TRADE COMMISSION

DATE 6-5-47

TO Mr. Albert B. Tibbets, Manager, Sales Promotion Department

FROM E. L. Baum, for Comptroller

IN REPLY TO

FEDERAL TRADE ... 171
... 5253 ...
... OF Natl Lead
DATE 6/18/47 ... Baum
ELECTREPORTER, INC. ...
BY ...

The information requested in your General Letter of March 26th is as follows:

1941 Sales of Heavy & Soft Paste White Lead

	Total Pounds Sold	Total Freight and Cartage	Average Freight Per Cwt.
Par	19,652,155	42,643.49	.2170
Plus 3/8	221,433	1,831.80	.8273

1941 Sales of Oxides

Par	55,568,061	82,202.36	.1479
Plus 3/8	None	None	None

A calculation was also made using the same quantities and destinations but based on carload shipments and rates and the result follows:

	Total Pounds Sold	Total Freight and Cartage	Average Freight Per Cwt.
Par	19,652,155	43,028.41	.2190
Plus 3/8	221,433	1,446.88	.6534

The freight rate based on a single carload shipment to each point of destination in the "Plus 3/8" Zone during 1941 would average .7646 per cwt.

E. L. Baum

ELB:EMc

5958

R173 DUNDORF

6/19/47

PIG LEAD PURCHASES

(Tons)

	1936	1937	1938	1939	1940	1941
A. S. & R. Company	48,422	51,113	39,126	41,819	47,885	77,010
St. Joseph Lead Company	53,217	58,305	43,181	48,623	53,734	51,994
St. Joseph Lead Company (Mine La Motte)	-	-	-	-	-	871
Bunker Hill Smelter	-	-	3,000	4,806	4,175	5,133
St. Louis Smelting & Refining Works	10,263	7,282	2,269	11,791	8,624	5,112
Cerro De Pasco	-	-	1,624	2,750	3,480	11,270
Others	9,920	13,131	7,820	12,415	15,297	* 60,005
TOTALS	121,822	129,831	97,020	122,204	133,195	211,395

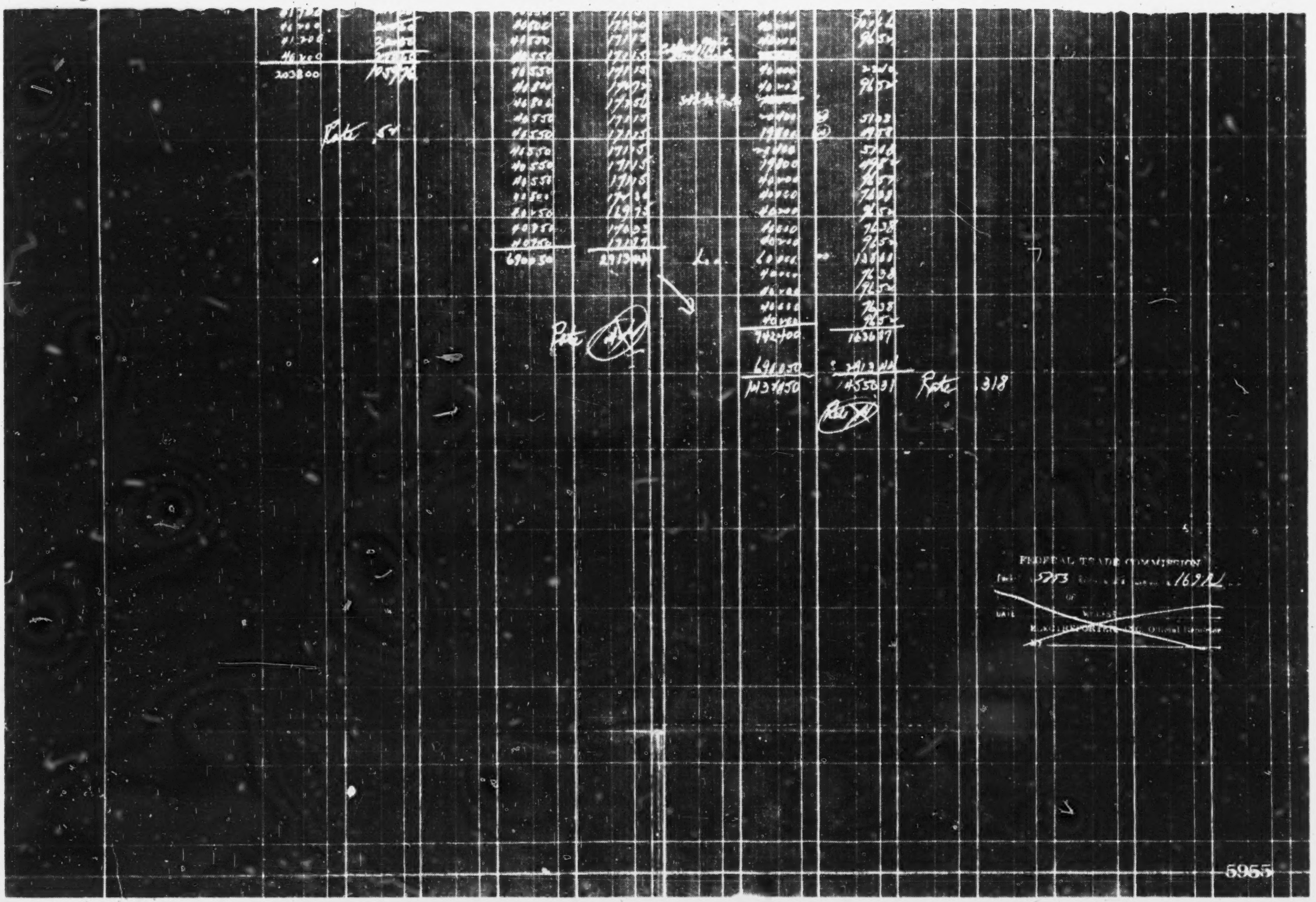
* Anaconda Sales Co. 5,000
U.S. Smelting 2,000
American Metal Co. 8,000
C. Tennant Sons & Co. 45,005

FEDERAL TRADE COMMISSION
Docket No. 5353 Respondent's Exhibit No. 173
IN THE MATTER OF Natl Lead
DATE 6/19/47 WITNESS Dundorf
ELECTREPORTER, INC. Official Reporters
By [illegible]

April 2, 1947

5963

3028 Respondent's Exhibit No. 173.


Rate .51
Rate .318
FEDERAL TRADE COMMISSION
5955

Pan	19657155	~~[illegible]~~ 42643549	~~[illegible]~~ .2170	55568061	82207236	.1479
Plus 1/8	—			—	—	—
Plus 1/4	—			—	—	—
Plus 3/8	221633	183180 ~~[illegible]~~	8273 ~~[illegible]~~	—	—	—
	19873823	44475529	.2238	55568061	82202236	.1479

Use Lowest Rates to Georgia & Florida - 1941
per J Alzano

No Carload Rate Shipped to Georgia & Florida - per H J Whitson
Check on the following
Oil Companies on [illegible]

FEDERAL TRADE COMMISSION
Docket No. 5253 Exhibit No. 170-A
In the Matter of Ashland Oil
DATE 6/18/47 Witness Baum
ELECTREPORTER, INC. Official Reporter
By [illegible]

5956

175 A
Bates

Minutes of the Meeting of the Board of Directors of the National Lead Company at No 1 Broadway, New York C. on the eighteenth day of February, 1892, at eleven o'clock in the forenoon.

FEDERAL TRADE COMMISSION
Docket No. 5253 Respondent's Exhibit No. 175-A

Present: Messrs.

W. P. Thompson W. H. Thompson
A. T. Goshorn J. H. M'Kelvy
L. A. Cole R. P. Rowe
S. Beymer

The minutes of the meeting held on January twenty second and twenty third, and of the Special Meeting held on February eighth, were read by the Secretary and duly approved.

On separate motions, the following resolutions were each unanimously adopted,

41 Resolved, That the President be and is hereby authorized to recommend to the St. Louis Smelting & Refining Co., the execution of the agreement presented by John F. Campion, Wm. B. Page and Chas. T. Carnahan, of the County of Lake and State of Colorado, by which

175 B 35

be made by closing the above Works, and the amount of Sales into States, showing where trade had been lost.

On motion, the meeting then adjourned

Charles Dawson
Secretary

Approved, March 17. 1892.

FEDERAL TRADE COMMISSION
Docket No. 5251 Respondent's Exhibit No. 175-B

Minutes of Regular Meeting of Board of Directors of National Lead Company held at No. 1 Broadway, New York City, on March 17. 1892 at 11 A. M.

Present: Absent.

W. P. Thompson	D. B. Shipman
A. T. Goshorn	A. O. Thompson
F. W. Rockwell	E. F. Beal. Jr.
L. A. Cole	R. R. Colgate
J. Bayne	R. P. Rowe

The minutes of the regular meeting held on February 18. 1892, were read by the Secretary and duly approved.

190

FEDERAL TRADE COMMISSION 176 A Bate

Docket No. 5253 Respondent's Exhibit No. 176-A

Minutes of Regular Meeting of Board of Directors of National Lead Committee held at No 111 Broadway, New York, on Thursday, December 21, 1911, at 10 A.M.

Present: Messrs. E. F. Beale, E. C. Goshorn, E. J. Cornish, W. W. Lawrence, C. E. Field, R. P. Rowe, G. W. Fortmeyer, Walter Tufts

This Board records the death, on November 24th, of Mr. Augustus P. Thompson, for many years a Director of this Company and Manager at Buffalo.

Descended from notable ancestors who were potent in this country's development, Mr. Thompson in turn took up and faithfully fulfilled throughout an unusually long life the duties of a good citizen, and the records show how well he contributed of his time, his means and his influence, to benefit the people of the city and state in which he lived.

Distinguished for his kindness and courtesy towards all with whom he came in contact, it was the

FEDERAL TRADE COMMISSION
Docket No. 5253 Respondent's Exhibit No. 176-B 176 B

Atlantic Branch: Release of claim against Surence & Kornbluth.
Release and receipt to Executors of John Uhl, deceased.
Release to Phoenix Color Works.

John T. Lewis & Bros. Co. By Laws and Certificate of Organization of National Lead Company for Philadelphia Custom House.

Resolved, That the next meeting of this Board be and is hereby posponed until January 25, 1912.

Resolved, That the inventories of December 30, 1911, be taken on the basis of 4¢ for Pig Lead.

On motion duly seconded the Board proceeded to fill the vacancy in the Board of Directors caused by the death of Mr. A. P. Thompson and Mr. F. M. Carter was unanimously elected to fill the unexpired term.

The resignation of Mr. C. F. Wells as Director, to take effect December 31, 1911, was received, duly accepted, and Mr. W. N. Taylor

5970 **RESPONDENT'S EXHIBIT NO. 177.**

Minutes of Regular Meeting of the Board of Directors of National Lead Company held at 111 Broadway, New York City, on Thursday, May 19, 1927, at 10 o'clock A. M.

Present: Messrs. Beale, Beschorman, Brodrick, Carter, Cornish, Dorsey, Field, Gregg, Rockwell, Sidford, Taylor, Thompson and Wettstein.

Absent: Messrs. Carpenter and McCarty.

The minutes of the regular monthly meeting and of the Annual Meeting held April 21, 1927, were read and duly approved.

On separate motions the following resolutions were each unanimously adopted, the roll being called where the expenditure of money was involved.

Resolved, that the following actions of the Executive Committee be and they hereby are approved.

Approving expenditure of

$28,060.00 by Metallurgical and Chemical Corporation for permanent installation of Newnam hearth and purchase and installation of "Dracco" dust collector at its Matawan Plant.

$ 3,126.25 by John T. Lewis & Bros. Co. for the purchase of an electric industrial tiering truck for the Oxide Department at its Philadelphia Plant.

Appropriating

$ 656.90 for purchase and installation of a new apron coal conveyor at St. Louis Lead & Oil Works, St. Louis Branch.

$ 482.06 in addition to amount previously appropriated for the purpose, to cover cost of installation of motor drive for two mechanical furnaces in Oxide Department, St. Louis Lead & Oil Works, St. Louis Branch.

$ 600.00 to cover cost of repainting steel sash in several buildings of Atlantic Works, Atlantic Branch.

&c., the execution of the agreement presented by John H Campion, Wm G Page and Thos F Carnahan, of the County of Lake and State of Colorado, by which the said St. Louis Smelting & Refining Co. agree to pay a Royalty for the use and advantages to be gained by said Company in consideration of the said parties driving, or procuring to be driven, a tunnel from a point at or near Malta, in the County of Lake and State of Colorado, to a point in the vicinity of the intersection of Harrison Avenue and Second Street, in the City of Leadville, in said County and State, which shall not be less than five hundred (500) feet beneath the surface of said Avenue, where it passes under same, for the purpose of opening, developing and draining the adjacent territory.

42 Resolved That the Executive Committee are hereby requested to report at the next meeting of the Board of Directors on the advisability of discontinuing the manufacture of white lead at The J. H. Stanley Lead Works and of grinding lead in oil at the Cornell Lead Works.

A number of papers were read by Col. Thompson referring to the manufacturing Costs, the causes that Combs

The minutes of the regular meeting held on February 18. 1892, were read by the Secretary and duly approved.

Mr. Rockwell, Chairman of the Special Committee appointed by the Executive Committee to perfect a plan for making certain changes in conducting the sales of this Company, presented the following report of his Committee, which was ordered to be placed on file and transcribed in the minutes of this meeting:

"W. P. Thompson President

The Committee appointed to recommend some change in our plan of selling our products, submit the following:

Division of Territory. We have divided the territory into sections or districts, each tributary to one of our factory points and arranged with a view to its geographical relation to and, as far as possible, its trade relations with the factory points. Following are the boundary lines for the several districts.

5966

Sales Managers. We would appoint one selling manager at each factory point, who should have immediate charge of the details of the trade in his district, representing Co-

influence, to benefit the people of the city and state in which he lived.

Distinguished for his kindness and courtesy towards all with whom he came in contact, it was the further privilege of his associates and friends to see and admire those sterling qualities of heart and mind which found their highest expression in his daily life.

Those who seek for a monument commemorating the virtues of this Christian gentleman will find it in the hearts of his family, his associates and his friends, where his memory is lovingly enshrined.

The minutes of meeting held November 16, 1911, were read and duly approved.

On separate motions the following resolutions were each unanimously adopted, the roll being called where the expenditure of money was involved:

Reducing price list on White Lead and Oxides and authorizing orders to be taken up to April 1, 1912, subject to usual conditions in case of an advance.

Reducing price list between Branches.

Establishing differentials to be charged for [illegible] new cans.

The resignation of Mr C. H. Wells as Director, to take effect December 31, 1911, was received, duly accepted, and Mr W. K. Taylor was unanimously elected to fill the unexpired term.

The resignation of Mr Edward Brush as Director was received, duly accepted, and Mr A. F. Meier was unanimously elected to fill the unexpired term.

The resignation of Mr Daniel Guggenheim as Director was received, duly accepted, and Mr E. D. Dorsey was unanimously elected to fill the unexpired term

The resignation of Mr Murry Guggenheim as Director was received and duly accepted.

Messrs Carter, Meier and Dorsey were then introduced and took their seats as Directors of National Lead Company.

Mr. J. M. Peters was duly appointed an Assistant Manager of the Atlantic Branch, to date from January 1, 1912.

On separate motions the following resolutions were each unanimously adopted, the roll being called when expenditure of money was involved:

Resolved, That the sum of $2,000 be and is hereby

5972 Resolved, that the President be and he hereby is requested to procure and submit from time to time for the current information of this Board at its monthly meetings monthly reports of important expenditures by and developments in the businesses of its various subsidiary companies.

Resolved, that effective today the minimum differential prices, not subject to discount, on contracts for the sale of oxides in barrels be and they hereby are fixed at 1½¢ per pound for litharge and 2½¢ per pound for red lead above the New York A. S. & R. price of common pig lead ruling at date of receipt of order, except that at St. Louis and Chicago and territories supplied therefrom the St. Louis instead of New York price of common pig lead may be used as a base; and that the differential card prices on the same products, subject to 2% discount for cash, be and they hereby are fixed at 2½¢ for litharge and 3½¢ for red lead above the New York A. S. & R. price of common pig lead ruling on date of receipt of order, provided, however, that changes in said card prices shall not be made except upon a change of ¼¢ per pound up or down in the New York A. S. & R. price of common pig lead as compared with a base price of 6½¢ per pound, that it shall be optional with Branches to issue or not to issue price cards, but that all sales made subject to a 2% discount for cash shall be made at not less than the differential card prices hereby established.

On motion the meeting then adjourned.

W. O. Cole,
Secretary.

5973 RESPONDENT'S EXHIBIT NO. 179.

—17—

First Annual Meeting of Stockholders of National Lead Company, held at No. 1 Exchange Place, Jersey City, N. J., at twelve o'clock noon on Thursday, February 16, 1893.

Meeting was called to order, President Thompson in the chair.

In the absence of Mr. G. W. Flack, Jr., one of the inspectors of election, elected at the previous meeting Mr. J. B. Frothingham was duly elected in his place. The polls were then declared open for one hour, commencing at 12:15

P. M., which was afterwards extended, on motion duly seconded and unanimously adopted, to an hour and a quarter, during which time the polls remained open.

The minutes of the meeting of stockholders held on December 8, 1891, were read by the Secretary and duly approved.

The first Annual Report to the Stockholders of National Lead Company was then read by President Thompson, and on motion, duly seconded and unanimously adopted, it was resolved that the same be accepted, placed on file and made part of this record.

5974 —18—

It is as follows:

National Lead Company,

1 Exchange Place, Jersey City, N. J.

Report presented to the Stockholders of National Lead Company at their first annual meeting, February 16th, 1893, for the fiscal year ending December 31st, 1892.

To the Stockholders of National Lead Company:

On the 7th day of December, 1891, this Company was organized for the purpose of taking over all of the assets of The National Lead Trust.

The National Lead Trust had acquired properties the value of which was as originally assessed $22,356,025.00 upon which they had issued certificates on the basis of four for one of real value, amounting to $89,424,100.00. The net earnings of the Trust up to the first day of January, 1892 (when the properties were assumed by National Lead Company), after payment of the expenses of the Trustees, and the reorganization expenses, and deducting the distributions that had been made to certificate holders, increased the value of the Net Assets to $24,938,001.53 as follows:

Plant Investment	$18,081,472.77
Other Investments	406,821.33
Stock on hand—Manf'd, in process & raw	5,468,170.88
Cash in Banks	285,920.46
Notes Receivable	339,916.45
Accounts Receivable	1,414,229.48
	$25,996,531.37

Liabilities.

Accounts Payable	$707,165.59	
Mortgages	351,364.25	1,058,529.84
Net Assets		$24,938,001.53

By the terms of the agreement between the shareholders of The National Lead Trust, the capital of National Lead Company was authorized to be $30,000,000 ($15,000,000

each of Common and Preferred) the shareholders surrendering six shares of The National Lead Trust Certificates for one each of Common and Preferred Stock,

which produced	298,081 shares
In addition there was sold for cash	13 "
Making a total issue of	298,084 shares

Divided and representing values as follows:

149,040 shares Preferred Stock, par value	$14,904,000
149,054 shares Common Stock, par value	14,905,400
Total	$29,809,400

The issue of the remaining shares each Common and Preferred to make the total of $30,000,000, and their sale for cash, was authorized, but it being unnecessary to dispose of them, they remain in the treasury.

A revaluation of the Plant Investment was made to adjust values to the authorized issue of $30,000,000 of Stock of National Lead Company, which revaluation increased the Plant Investment by $4,870,098.47, as appears by the initial Balance Sheet of National Lead Company of the date it commenced business, January 1, 1892, as follows:

here insert omission, copied on Page 22

At the close of the fiscal year, or on January 1, 1893, the financial condition of the Company as shown by the following Balance Sheet:

Assets.

		$23,241,920.58
Plant Investment		~~22,951,571.24~~
		431,526.40
Other Investments		~~406,821.33~~
		5,492,999.54
Stock on hand—Manufactured, in process & raw		~~5,468,170.88~~
Treasury Stock—Common	$94,600.00	
Preferred	96,000.00	190,600.00
		444,140.57
Cash in Banks		~~287,320.46~~
		202,849.18
Notes Receivable		~~339,916.45~~
		1,287,262.42
Accounts Receivable		~~1,414,329.48~~
		$31,291,298.69

Liabilities.

Capital Stock—Common	$15,000,000.00	
Preferred	15,000,000.00	
	30,000,000.00	
Surplus, 1892	863,706.36	
Mortgages	153,728.25	
Accounts Payable	273,864.08	
		$31,291,298.69

It will be noted that the Mortgage Account, which at the inception of the business was $351,364.25, has been reduced

by payments amounting during the year 1892 to $197,686 and on January 1, 1893, but $153,728.25 of this account remained unpaid.

Authority was given by the Shareholders to the Directors to issue $3,000,000 of Debenture Bonds "for the purpose of providing for the redemption of $ (figures illegible) mortgages on different parts of the real estate $ (figures illegible) to be used to reimburse the Trustees for cash

moneys paid for properties acquired since the organization of the Trust, and the balance to be held in the Treasury of the New Jersey Corporation, to be disposed of to acquire additional capital for carrying on the various businesses.

So far it has not been deemed expedient or necessary to issue any portion of these bonds, the better conditions prevailing in the present form of management rendering it unnecessary to use additional amounts of capital. It was also concluded that it would be better to pay off the mortgages gradually.

The Company is to be congratulated on the liquidation of the very large indebtedness of The National Lead Trust during its existence. The Accounts Payable of this Company January 1, 1893 practically represent ores, bullion and supplies of various kinds, in transit.

The volume of business for the year exhibits a gratifying increase over the preceding years. A large amount of money was expended by The National Lead Trustees, and since by the National Lead Company, in perfecting the smelting and refining interests, practically rebuilding all its great furnaces. White lead factories disadvantageously located, or unable, from any cause, to make their goods on an economic basis, have been discontinued, while others have been greatly enlarged so that the capacity for production of all classes of goods manufactured by the Company has been decidedly increased. The progress of improvement in perfecting machinery to produce better goods on a cheaper basis has been continued, and is meeting with most gratifying results.

The entire country has been redistricted and placed in charge of thoroughly competent managers, trade has been

solicited and cared for by experienced salesmen, the relations between the Company and its customers have been most kindly. Prices have been equitable, both to the Company and its customers, and the progress in all directions has been thoroughly satisfactory.

Having smelters in New Mexico, Colorado and Missouri, factories for manufacture in all the great cities and commercial points, forming a continuous chain through the country from St. Louis and Chicago to New York and Boston, we are advantaged by each locality and can deliver our goods at a minimum of expense for transportation and other charges.

There has been and always will be competition in each class of goods manufactured by this Company. It does not aim to obtain monopoly. By continuous efforts for improvement in quality of goods, economies in manufacture and distribution, earnest zeal in aiding our customers, uniform and fair prices, large stocks of material on hand (constantly improving with age) to meet every emergency of trade, gradual orientation of other branches to fully round up our manufacturing interests, the better understanding by the public of the superiority of our manufacture over that possible by others by reason of the association in this business of the best trained talent in friendly rivalry to secure the very best results, we believe we have passed the period of hazard, and feel assured of maintaining our strong position, and can reasonably expect increased business with commensurate profits.

No longer menaced by hostile legislation, the attention of the officers of the Company can be directed to further economies, and to the commercial expansion of the business on the lines already laid down, which cannot fail, under the improved discipline and energetic direction of the managers of the different branches throughout the country, to produce continuing favorable results.

I am gratified to be able to state to the stockholders

that all the old certificate holders of The National Lead Trust have converted their certificates into stock of the National Lead Company, excepting 3720 shares, or four-tenths of one per cent.

The large proportion of Cash Assets, as shown by the Balance Sheet, will undoubtedly give great satisfaction to the shareholders, being quite one-fourth of the entire Capital Stock.

Respectfully,
W. P. Thompson,
President.

Omission, to be inserted on Page 19.

Assets.

Plant Investment		$22,951,571.24
Other Investments		406,821.33
Stock on hand—Manf'd. in process and raw.		5,468,170.88
Treasury Stock—Common	$94,600.00	
Preferred	96,000.00	190,600.00
Cash in Banks		287,220.46
Notes Receivable		339,916.45
Accounts Receivable		1,414,229.48
		$31,058,529.84

Liabilities.

Capital Stock—Common	$15,000,000.00	
Preferred	15,000,000.00	
	$30,000,000.00	
Mortgages	351,364.25	
Accounts Payable	707,165.59	
		$31,058,529.84

The following is a statement of the Profit and Loss Account for the year 1892:

Net Earnings		$1,906,986.36
Out of which were paid four quarterly dividends, as follows:		
Preferred Dividend, No. 1	$260,820	
Preferred Dividend, No. 2	260,820	
Preferred Dividend, No. 3	260,820	
Preferred Dividend, No. 4	260,820	
		$1,043,280.00
Leaving a balance to the credit of Profit & Loss Account of		$ 863,706.36

At the close of the fiscal year, or on January 1, 1893, the financial condition of the Company is shown by the following Balance Sheet:

Mr. Geo. A. Frederick, of Baltimore, Md., offered a resolution, which, after amendment, was seconded and unanimously adopted as follows:

Resolved, That for the better information and understanding of the stockholders of National Lead Company at their Annual Meeting, the President be directed to prepare his annual report sufficiently in advance to permit a copy of the same to be mailed, and that such copy be mailed to each stockholder of record at least five days prior to the time for the annual meeting provided for in Article 2 of the By-Laws.

Mr. Frederick also offered a resolution that quarterly statements of the gross and net earnings of the Company be issued but on a vote being taken, this was laid on the table.

At 1:30 P. M. the Polls, having remained open an hour and a quarter, were declared closed and after a count of the votes, the inspectors made the following report, which was ordered to be made part of the minutes of this meeting:

Jersey City, N. J., Feb. 16, 1893.

The undersigned, duly appointed and qualified as Inspectors of Election for the Annual Meeting of Stockholders of National Lead Company for the Election of Directors hereby submit their report.

The polls were opened at 12:15 P. M. and closed at 1:30 P. M.

The total number of votes cast personally and by proxies was 188,555, all of which were cast for

R. P. Rowe, E. F. Beale, Jr., G. O. Carpenter, Jr. and J. H. McKelvy to hold office until the third Thursday in February, 1896.

J. L. McBirney and W. H. Thompson to fill vacancies and to hold office until the third Thursday in February, 1894.

A. T. Goshorn and D. B. Shipman to fill vacancies and to hold office until the third Thursday in February, 1895.

John B. Frothingham,
Isaac F. Goldenhorn.

Mr. Veiller then offered the following resolution which was duly seconded and unanimously adopted:

Resolved, That the thanks of the stockholders be extended to the officers of the Company for their successful efforts in the management of the National Lead Company during the past year.

There being no further business, on motion the meeting then adjourned.

Charles Davison,
Secretary.

Second Annual Meeting of Stockholders of National Lead Co. held at No. 1 Exchange Place, Jersey City, N. J., at twelve o'clock noon on Thursday, February 15, 1894.

The meeting was duly called to order, President Thompson in the chair.

The minutes of the First Annual Meeting of Stockholders held February 16, 1893 were read by the Secretary and duly approved.

The polls were then declared open and to remain open for one hour, from 12:15 P. M. to 1:15 P. M.

The Second Annual Report to the Stockholders of National Lead Company was submitted by the President and was as follows:

National Lead Company

1 Exchange Place, Jersey City, N. J.

Report presented to the stockholders of National Lead Company at their Second Annual Meeting, February 15, 1894 for the fiscal year ending December 30, 1893:

To the Stockholders of National Lead Company:

The last Annual Report presented details of the organization of the Company and its operations for the fiscal year of 1892. The Balance Sheet showing condition of the Company on December 30, 1893, is as follows:

5981 RESPONDENT'S EXHIBIT NO. 180.

Minutes of Fourteenth Annual Meeting of Stockholders of National Lead Company held at No. 1 Exchange Place, Jersey City, N. J., at twelve o'clock noon on Thursday, April 19, 1906.

The meeting was called to order, President Cole in the chair.

The polls were declared open at 12:05 p. m. and closed at 1:23 p. m.

The minutes of the thirteenth annual meeting held April 20, 1905, and of the special meeting held June 26, 1905, of stockholders, were read and duly approved.

The Fourteenth Annual Report to Stockholders of National Lead Company was submitted by the President and was as follows:

National Lead Company.

1 Exchange Place, Jersey City, N. J.

Report presented to the Stockholders at their Fourteenth Annual Meeting, April 19, 1906, for the fiscal year ending December 31, 1905.

To the Stockholders of National Lead Company:

The following Balance Sheet shows the condition of the Company on December 31, 1905:

ASSETS.

Plant Investment		24,104,513.19
Other Investments		979,813.42
Stock on hand, manufactured, in process and raw		6,104,601.54
Treasury Stock—		
Common	94,600.00	
Preferred	96,000.00	190,600.00
Cash in Banks		818,300.75
Notes Receivable		133,354.55
Accounts Receivable		1,434,075.82
		$33,765,258.27

LIABILITIES.

Capital Stock—				
Common ..	25,000,000.00			
Unissued .	10,000,000.00	15,000,000.00		
Preferred .	25,000,000.00			
Unissued .	10,000,000.00	15,000,000.00		
			30,000,000.00	
Surplus, December 30th, 1905			3,554,596.20	
Mortgages			12,603.25	
Notes Payable			67,000.00	
Accounts Payable			131,058.82	$33,765,258.27

A comparison with the preceding year is given in the following statement:

5982 Inspectors' Oath.

State of New Jersey, } ss.
County of Hudson. }

John B. Frothingham and H. W. Naudain being severally sworn upon their respective oaths, do promise and swear that they will faithfully, honestly and impartially perform the duties of Inspectors of Election, and will to the best of their skill and ability conduct the election to be held this day for directors of the National Lead Company, and a true report make of the same.

John B. Frothingham,
H. W. Naudain.

Subscribed and sworn to this 19th day of April, A. D. 1906, before me

Francis V. Many,
Master in Chancery of New Jersey.

Inspectors' Certificate.

We, the Subscribers, Inspectors of Election, of the National Lead Company, duly appointed and sworn to a faithful discharge of our duties, do report that we did receive the votes of the stockholders by ballot; that 297,689 votes representing 297,689 shares of the capital stock of said Company (being more than a majority of the stock of said Company issued and outstanding) were cast; that the following persons received the number of votes set opposite their respective names, to wit:

For Directors.		
R. R. Colgate A. P. Thompson Walter Tufts H. M. McChesney Daniel Guggenheim	Number of Votes 297,689	Full term 3 years to 3d Thursday in April 1909.
Murry Guggenheim	2 year to 3d Thursday in April 1908	
Edward Brush	1 year to 3d Thursday in April 1907	

Polls opened at 12:05.

Polls closed at 1:23.

All of which is respectfully submitted this 19th day of April, A. D. 1906, at Jersey City, N. J.

John B. Frothingham,
H. W. Naudain,
Inspectors.

5983 **RESPONDENT'S EXHIBIT NO. 181.**

Minutes of Meeting of Executive Committee held January 14, 1932.

Present: Messrs. Beschorman, Carter, Cornish, Rockwell, Bidford, Thompson and McCarty.

The minutes of the meeting held December 10, 1931, were duly approved.

On separate motions the following resolutions were each unanimously adopted.

Resolved, that the proposed expenditure of the sum of $10,500 by The Robertson Lead Manufacturing Company, Ltd., for completing the construction of an eighty foot extension to its Montreal Plant, in conformity with letter of Mr. James A. Taylor, General Manager, dated December 28, 1931, be and it hereby is approved.

Resolved, that the proposed expenditure of the sum of $1,400 (U. S. currency) by The Robertson Lead Manufacturing Company, Ltd., for Lead Mill at its Montreal Plant, in conformity with letter of Mr. James A. Taylor, General Manager, dated December 21, 1931, be and it hereby is approved.

Resolved, that the sum of $3,479.43, in addition to the amount previously appropriated for the purpose by resolution of this Committee adopted January 30, 1930, be and it hereby is appropriated to cover cost of extending pig casting machine building, etc., at Perth Amboy Plant, Atlantic Branch, in conformity with letter of Mr. Martin Newcomer, Production Manager, Atlantic Branch Metal Department, dated January 7, 1932.

Resolved, that the sum of $792.81 be and it hereby is appropriated to cover cost of experimental and development work in devising method and machine for manufacturing Dick combination lead bend and brass ferrule at Perth Amboy Plant, Atlantic Branch, in conformity with letter of Mr. Martin Newcomer, Production Manager, Atlantic Branch Metal Department, dated January 7, 1932.

5984 Resolved, that the action of the President, after consultation with and approval by the members of this Committee, in ordering a reduction of 1¼¢ per pound, effective December 28, 1931, in the published card prices of

white lead in oil and red lead in oil, and of dry white lead and oxides in kegs, for delivery after January 1st and up to March 31, 1932, with usual protection to dealers and distributors against loss by reason of any reduction in said prices prior to June 30, 1932, in respect of any balance of stocks shipped during said period remaining unsold at the date of such reduction, and with authority to allow advance dating of invoices up to March 31, 1932, where necessary or advisable; and in ordering a reduction of ¾¢ per pound, effective the same date, in published card prices of dry white lead and basic sulphate in bbls.; and in ordering a reduction of ½¢ per pound effective the same date in the differential over usual pig lead prices for dry red lead and litharge in less than carload lots, and in changing the regular selling terms for said products from net 60 days, 2% 15 days, to net 30 days, 1% 10 days; be and it hereby is, and said changes in prices and terms are, approved, ratified and confirmed.

Resolved, that the action of the officers of the Company in entering into a certain Agreement in its name and behalf with The Virginia Smelting Company dated December 23, 1931, for the acquisition of a controlling interest in the secondary lead business of said Virginia Company at Norfolk, Virginia, to be transferred to a new corporation to be organized in which this Company shall own a 60% stock interest, in consideration of the loan by this Company to said new corporation of the purchase price of the assets to be transferred to it, as specified in said Agreement, and necessary working capital, not to exceed in the aggregate $100,000 at any time outstanding, be and it hereby is and said Agreement is in all respects approved, ratified and confirmed.

Resolved, that the action of the officers of the Company in consenting in its name and behalf, as a stockholder of the Newton Die Casting Corporation, to the sale of the assets of said Die Casting Corporation to Doehler Die Casting Co. for the considerations and upon the terms specified in an Agreement between said two companies dated January 9, 1932, said consideration consisting of 15,000 shares of the Common Stock without par value of said Doehler Company and cash to the amount of the value of the inventories of said Newton Company as specified in said Agreement, and in executing in the name and behalf of this Company a further Agreement with said

Doehler Company dated January 9, 1932, to refrain from competition with said Doehler Company in the die casting business to the limited extent and for the limited period specified in said Agreement, and from disposing prior to May 15, 1932, of any shares of said Common Stock of said Doehler Company to be received by this Company as a creditor or stockholder of said Newton Company, be and it hereby is and said Agreements are in all respects approved, ratified and confirmed.

On motion the meeting then adjourned.

W. O. Cole,
Secretary.

5985 RESPONDENT'S EXHIBIT NO. 182.

Minutes of Meeting of Executive Committee held June 6, 1935.

Present: Messrs. Beschorman, Cornish, Rockwell, Sidford and Thompson.

The minutes of the meeting held May 29, 1935 were duly approved.

On separate motions the following resolutions were each unanimously adopted.

Resolved, that the proposed expenditure of the sum of $617.00 by Titanium Pigment Company, Inc., for the purchase of spare parts for the copperas filters at its Sayreville Plant, in conformity with letter of Mr. C. F. Garesche, Vice President, dated May 29, 1935, be and it hereby is approved.

Resolved, that this Company recommends to its affiliated corporations American Bearing Corporation, American Lead Corporation, Combined Metals Reduction Company, Morris P. Kirk & Son, Inc., and Master Metals, Inc., that they respectively adopt a plan for the provision of death benefits to their respective employees substantially similar to the Death Benefits Plan of this Company now in effect.

Resolved, that the proposed action by National Lead Company S. A., of Argentina, in terminating its participation in the Death Benefits Plan of this Company and in adopting in lieu thereof an independent Death Benefits Plan of its own substantially similar in its provisions to that of this Company, be and it hereby is approved.

Mr. Cornish submitted to the Committee a copy of his letter to Branches dated June 4, 1935, advising that the Executive Committee felt that no change in Company policy had been made necessary or advisable by the recent decisions of the United States Supreme Court declaring unconstitutional certain provisions of the National Industrial Recovery Act, and said letter was unanimously approved.

On motion the meeting then adjourned.

W. O. Cole,
Secretary.

RESPONDENT'S EXHIBIT NO. 183.

EAGLE-PICHER LEAD COMPANY

COMMON STOCK

PURCHASED				SOLD			
No. of Shares	Date	Purchase Price	Cost	No. of Shares	Date	Sale Price	Proceeds
100	7-29-30	@ 8.65	$ 865.00				
400	7-30-30	8.65	3,460.00				
300	10-10-30	7¾	2,325.00				
1,000	10-23-30	7.15	7,150.00				
700	10-24-30	6½	4,550.00				
1,000	12-23-30	5¼	5,250.00				
1,000	12-24-30	5¼	5,250.00				
1,000	1- 8-31	5¼	5,250.00				
500	1-21-31	5.65	2,825.00				
400	1-27-31	5.65	2,260.00				
600	3- 2-31	5.45	3,270.00				
500	3- 9-31	5.40	2,700.00				
1,000	3-20-31	5¼	5,250.00				
500	3-25-31	5.20	2,600.00				
18,400	5- 4-31	5	92,000.00	10,000	2- 8-37	25	$ 249,950.00
3,000	5-13-31	5	15,000.00	11,900	2-11-37	25	297,440.50
4,000	5-23-31	5	20,000.00	1,000	2-11-37	27 -27¼	26,929.44
2,000	6- 1-31	5	10,000.00	2,800	2-23-37	25¾	71,554.00
1,000	2-15-32	5	5,000.00	12,000	2-24-37	25	299,940.00
3,000	2-29-32	5	15,000.00	700	2-25-37	27 -27⅜	18,938.09
1,000	3- 3-32	5	5,000.00	1,500	2-26-37	26½-27¾	40,381.67
500	4-13-32	3¾	1,875.00	700	3- 2-37	27¼-27⅜	18,950.61
1,000	5-20-32	3¼	3,250.00	300	3- 4-37	27	8,041.34
1,000	6- 3-32	3¼	3,250.00	500	3- 5-37	27 -27⅛	13,427.22
1,000	6-13-32	3¼	3,250.00	3,500	6/12-6/15-44	11¾	40,461.16
44,900			$226,630.00	44,900			$1,086,014.03

PREFERRED STOCK

50	4-13-32	52	$ 2,600.00	50	2-27-37	104	$ 5,197.50

6017 RESPONDENT'S EXHIBIT NO. 188.

6018 The Eagle-Picher Company
Cincinnati, Ohio
Pigment Division

Technical Service Department

• • • •

Suggested Formulations For
The Use Of
Eagle Sublimed Blue Lead
and
Basic Silicate Dry White Lead
in
Primers For
Metal Protective Paints

• • • •

6020 Foreword.

The suggested formulations contained in this bulletin have been selected from a large number of extensive tests. Most of them were tested under laboratory supervision. The remainder were given actual service tests. These formulations represent the best of a large number based on exposure of various types. All the details of these tests are available to the prospective manufacturer who may wish to go further,—possibly under different conditions or for special uses.

The type or brand of pigment, or resin used in the vehicles is designated or specified in each formulation.

Descriptive data for the varnishes used follow the suggested formulations. These all have A to C viscosity on the Gardner-Holt scale. It has been found that varnishes with higher viscosities do not perform as well with some of the formulations, so the suggested viscosities should be followed for best results.

All the paints have satisfactory brushing characteristics, although the varnish vehicle paints naturally are not as easy to apply as oil vehicle paints.

The recorded drying times were determined in an air-conditioned laboratory, 20%-40% relative humidity; 75°F-80°F, so they may not be confirmed exactly in practice. However, they are believed to be relative.

Viscosity determinations were made 18 to 24 hours after the paint was ground and again after one week. If there was perceptable change in one week, the paint formulation was modified. If no change occurred, the paints were thinned to the viscosity noted on the formulation sheets.

The opportunity of answering any questions about these formulations or their components will be welcomed.

OUTLINE OF TEST CONDITIONS.

For Several Types of Exposure.

	Atmospheric	Fresh Water	Salt Water Tide Range	Salt Water Continuous
Type and Size of Exposure	Vertical South Joplin, Mo.	Large area of structures, such as dam gates.	Ocean Water N. Daytona Beach, Fla.	Submerged Same
Type and Preparation of Panel	18 Gauge cold Rolled Auto Steel	Sand blasted	Pickled	Pickled
Application and Film Thickness	Brush—approx. 1.75-2 mils per coat.	Same	Same	Same
System	Two coats primer One top coat	Same	Same	Same
Top Coats	1) 2 lbs. Aluminum pigment paste in 1 gal JV-37 varnish vehicle 2) Black oleo-resinous paint 3) White Lead-Zinc-Titanium-Inert in Linseed Oil. Pigment—68% Basic Sul. W. L. 63% Zinc Oxide 20% Titanium Dioxide A-NC 7% Mag. Sil. 10% 100% Vehicle—32% Ref. Lin. Oil 85% Q-Body Lin. Oil 9% Turp. & Drier 6% 100% 4) Green Pigment—72% Basic Sul. W. L. 66% Zinc Oxide 10% Chromium Oxide 14% Mag. Sil. 10% 100% Vehicle—38% Raw Lin. Oil 86% Varnish JV-41 8% Turp. & Driers 6% 100%	1) Same as primer and 2) 2 lbs. aluminum pigment paste in 1 gal of a 25 gal 100% phenolic 60 CWO 40 Linseed Oil.	U. S. Maritime Com. 52-MC-6 (Alkyd Vehicle	U. S. Maritime Com. Anti-fouling paint, 52-MC-B-1, Class II, Aug. 28, 1939.

6022 Eagle Sublimed Blue Lead

Eagle Sublimed Blue Lead is a chemical compound-complex produced by subliming Galena (Lead Ore) in specially constructed and operated Scotch Hearth type of furnace.

Physical and Chemical Characteristics

Formula—Composition

Lead Sulphate—$PbSO_4$	45%	Min.
Lead Oxide—PbO	30%	Min.
Lead Sulphide—PbS	12%	Max.
Lead Sulphite—$PbSo_3$	5%	Max.
Zinc Oxide—ZnO	5%	Max.
Carbon and Undetermined Matter	5%	Max.
Specific Gravity	6.80	
Weight—Lbs. per solid gallon	56.64	
Bulking—gallons per pound	.0177	
ASTM Oil Absorption	12.7	
Gardner-Coleman Oil Absorption	23.0	
pH in water slurry	7.65	
Median Radius	.09	Microns
Through a 325-mesh Sieve	99%	Min.

Meets Federal Specification TT-B-486 and ASTM Standard D405-41.

6023 Eagle Basic Silicate Dry White Lead No. 202

Eagle Basic Silicate White Lead No. 202 is a fine white pigment, the first silicate type of lead pigment to be offered for use in paint formulations. It is suggested for use in formulating metal protective paints for ferrous metals. The use of this pigment is not limited to metal protective paints, but at the present time this particular use has been developed to the point where suggested formulations can be made.

Of the white lead pigments, Basic Silicate White Lead has the highest corrosion inhibitive properties. It can be satisfactorily used in formulations for atmospheric exposure, high humidity conditions; and either fresh or salt water exposures.

Physical and Chemical Characteristics

Formula $2\,PbSiO_3.Pb(OH)_2$

Specific Gravity	5.8
Weight—lbs. per solid gallon	48.31
Bulking Value—Gallons per lb.	.0207
ASTM Oil Absorption	20.4
Gardner-Coleman Oil Absorption	29.5
Median Radius (average)	.30 Microns
Through a 325 Mesh Sieve	99% Min.

Hiding Power—equivalent to Basic White Lead Sulphate.

6024 Primer PM-5-21—For Atmospheric Exposure

Formulation		Total Weight %	Pounds Per 100 Gal.	Bulking Value	Gals.
Pigment—60.3%					
Sublimed Blue Lead	60%	36.18	542.84	.0177	9.61
Zinc Chromate*	20%	12.06	180.95	.0326	5.90
Asbestine	15%	9.05	135.79	.0421	5.72
Diatomaceous Silica	5%	3.01	45.16	.0515	2.32
Vehicle—39.7%					
Raw Linseed Oil	97.07%	38.54	578.26	.1288	74.48
Pb Naphthenate 24%	1.63%	.64	9.60	.1042	1.00
Co Naphthenate 6%	.65%	.26	3.90	.1250	.49
Mn Naphthenate 6%	.65%	.26	3.90	.1234	.48
		100.00	1500.40		100.00

Weight per Gallon—15.00#
P.V.R.—24.0 Consistency—80 K. U.

Suggested Roller Mill Grind

542#	13 oz.	Sublimed Blue Lead
180#	15 oz.	Zinc Chromate
135#	13 oz.	Asbestine
45#	3 oz.	Diatomaceous Silica
236#		Raw Linseed Oil

Reduce With

342#	4 oz.	Raw Linseed Oil
9#	10 oz.	Pb Naphthenate 24%
3#	14 oz.	Co. " 6%
3#	14 oz.	Mn " 6%
1500#	6 oz.	or approximately 100 gallons

Drying Time

Dust-free	6 hours
Re-coat	24 hours

Notes: This paint with an all oil vehicle will give long service but not as long as some paints made with varnish type vehicles. However, an oil vehicle is sometimes preferred. In general straight oil vehicle paints brush easier and wet the surface (spread) better, particularly if the surface is rough, than do varnish vehicle paints.

Dries with high gloss.

* Federal Specification TT-Z-415, Type I (Low Chloride and Sulphate).

6025 Primer PM-7-9—For Atmospheric Exposure

Formulation		Total Weight %	Pounds Per 100 Gal.	Bulking Value	Gals.
Pigment—55%					
Sublimed Blue Lead	60%	33.00	456.42	.0177	8.08
Zinc Chromate*	20%	11.00	152.14	.0326	4.96
Asbestine	15%	8.25	114.10	.0421	4.80
Diatomaceous Silica	5%	2.75	38.03	.0515	1.96
Vehicle—45%					
Raw Linseed Oil	89.6%	40.32	557.65	.1288	71.83
JV-41 Varnish	8.3%	3.74	51.73	.1342	6.94
Pb Naphthenate 24%	1.5%	.67	9.27	.1042	.96
Co Naphthenate 6%	.6%	.27	3.73	.1250	.47
		100.00	1383.07		100.00

Weight per Gallon—13.83#
P.V.R.—20.8 **Consistency—72 K. U.**

Suggested Roller Mill Grind

456#	7 oz.	Sublimed Blue Lead
152#	2 oz.	Zinc Chromate
114#	2 oz.	Asbestine
38#		Diatomaceous Silica
244#		Raw Linseed Oil

Reduce With

313#	10 oz.	Raw Linseed Oil
51#	12 oz.	JV-41 Varnish
9#	4 oz.	Pb Naphthenate 24%
3#	12 oz.	Co Naphthenate 6%
1383#	1 oz.	or approximately 100 gallons

Drying Time

Dust-free	8 hours
Re-coat	18 hours

Notes: Tests of this primer on Eagle-Picher test fences are not completed. However, this primer has shown good service in actual use on highway bridges. The added varnish is for quicker setting than is possible in a straight oil vehicle.

Dries with a high gloss.

* Federal Spec. TT-Z-415, Type I (Low Chloride and Sulphate).

6026 Primer PM-5-3—For Atmospheric Exposure

Formulation		Total Weight %	Pounds Per 100 Gal.	Bulking Value	Gals.
Pigment—54.26%					
Sublimed Blue Lead.....	54%	29.30	384.52	.0177	6.81
Zinc Chromate*	18%	9.77	128.17	.0326	4.18
Eagle Zinc Oxide #417....	8%	4.34	56.96	.0213	1.21
Asbestine	15%	8.14	106.81	.0421	4.50
Diatomaceous Silica	5%	2.71	35.60	.0515	1.83
Vehicle—45.74%					
JV-55 Varnish	97.5%	44.60	585.25	.1353	79.18
Mineral Spirits	2.5%	1.14	15.01	.1525	2.29
		100.00	1312.32		100.00

Weight per Gallon—13.12#
P.V.R.—33.90
Consistency—76 K. U.

Suggested Roller Mill Grind

384#	8 oz.	Sublimed Blue Lead
128#	3 oz.	Zinc Chromate
56#	15 oz.	Zinc Oxide
106#	13 oz.	Asbestine
35#	10 oz.	Diatomaceous Silica
225#		JV-55 Varnish

Reduce With

360#	4 oz.	JV-55 Varnish
15#		Mineral Spirts
1312#	5 oz.	or approximately 100 gallons.

Drying Time

Dust-free	2¼ hours
Re-coat	3½ hours

Notes: This paint, having a relatively low RMC, has shown excellent durability. It is the preferred formulation of the varnish vehicle paints. The varnish resin is scraped Beta. Oil length—25 gallons.

Dries to a flat finish.

* Federal Spec. TT-Z-415, Type I (Low Chloride and Sulphate).

6027 Primer PM-7-32—For Atmospheric Exposure

Formulation		Total Weight %	Pounds Per 100 Gal.	Bulking Value	Gals.
Pigment—55.16%					
Sublimed Blue Lead	57.4%	31.86	452.36	.0177	8.01
Zinc Chromate*	19.1%	10.53	150.45	.0326	4.90
Eagle Zinc Oxide #417	8.5%	4.69	67.01	.0213	1.43
Asbestine	10.0%	5.52	78.88	.0421	3.32
Diatomaceous Silica	5.0%	2.76	39.44	.0515	2.06
Vehicle—44.84%					
Alkyd Resin Soln**	59.7%	26.77	382.50	.1212	46.36
Raw Linseed Oil	22.3%	10.00	142.88	.1288	18.40
Hi-Flash Naphtha	15.6%	7.00	100.02	.1380	13.80
Pb Naphthenate 24%	1.4%	.63	9.00	.1042	.94
Co Naphthenate 6%	.5%	.22	3.14	.1250	.39
Mn Naphthenate 6%	.5%	.22	3.14	.1234	.39
		100.00	1428.82		100.00

Weight per Gallon—14.29#
P.V.R.—29.0
Consistency—71 K. U.

Suggested Roller Mill Grind

452#	6 oz.	Sublimed Blue Lead
150#	7 oz.	Zinc Chromate
67#		Zinc Oxide
78#	14 oz.	Asbestine
39#	7 oz.	Diatomaceous Silica
50#		Alkyd Resin Solution
142#	14 oz.	Raw Linseed Oil

Reduce With

332#	8 oz.	Alkyd Resin Solution
100#		Hi-Flash Naphtha
9#		Pb Naphthenate 24%
3#	2 oz.	Co Naphthenate 6%
3#	2 oz.	Mn Naphthenate 6%
1428#	12 oz.	or approximately 100 gallons.

Drying Time

Dust-free	2 hours
Re-coat	3 hours

Notes: This is an example of an alkyd-linseed oil vehicle. It combines the dry of an alkyd with the flexibility of an oil vehicle. The linseed oil content improves wetability. Dries to a medium gloss finish.

* Federal Spec. TT-Z-415, Type I (Low Chloride and Sulphate).
** Long oil oxidizing type alkyd resin—27% Phthalic Anhydride, based on solids. Linseed oil acids modification.

6028 Primer PM-5-17—For Atmospheric Exposure

Formulation		Total Weight %	Pounds Per 100 Gal.	Bulking Value	Gals.
Pigment—60%					
Sublimed Blue Lead.....	60%	36.00	529.99	.0177	9.38
Zinc Chromate*	20%	12.00	176.66	.0326	5.76
Asbestine	15%	9.00	132.50	.0421	5.58
Diatomaceous Silica	5%	3.00	44.16	.0515	2.27
Vehicle—40%					
Alkyd Resin Soln**.....	80.0%	32.00	471.10	.1299	61.20
Butyl Cellosolve	7.2%	2.88	42.40	.1330	5.64
Hi-Flash Naphtha	11.4%	4.56	67.13	.1380	9.26
Pb Naphthenate 24%.....	1.0%	.40	5.89	.1042	.61
Co Naphthenate	.4%	.16	2.36	.1250	.30
		100.00	1472.19		100.00

Weight per Gallon—14.72#
P.V.R.—47.5
Consistency—75 K. U.

Suggested Roller Mill Grind

530#		Sublimed Blue Lead
176#	11 oz.	Zinc Chromate
132#	8 oz.	Asbestine
44#	3 oz.	Diatomaceous Silica
375#		Alkyd Resin Solution

Reduce With

96#	2 oz.	Alkyd Resin Solution
42#	6 oz.	Butyl Cellosolve
67#	2 oz.	Hi-Flash Naphtha
5#	14 oz.	Pb Naphthenate 24%
2#	6 oz.	Co Naphthenate 6%
1472#	4 oz.	or approximately 100 gallons.

Drying Time

Dust-free	½ hour
Re-coat	1 hour

Notes: This alkyd primer has shown good durability in an atmospheric marine exposure. Where an alkyd vehicle with a high phthalic anhydride content and quick-drying are desired, it should prove very satisfactory.

Dries to a flat finish.

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* Federal Spec. TT-Z-415, Type I (Low Chloride and Sulphate).

** Medium long oil type pure alkyd—oxidizing type, linseed oil modification, 35% Phthalic Anhydride, solids basis.

6029 **Federal Specification TT-P-20**

Paint, Blue Lead Base; Basic Sulphate Linseed Oil Ready-Mixed for Atmospheric Exposure

Formulation		Total Weight %	Pounds Per 100 Gal.	Bulking Value	Gals.
Pigment—72.2%					
Sublimed Blue Lead.....	100%	72.20	1475.51	.0177	26.12
Vehicle—27.8%					
Raw Linseed Oil	90.20%	25.08	512.55	.1288	66.01
Mineral Spirits	7.32%	2.03	41.49	.1525	6.33
Pb Naphthenate 24%....	1.88%	.52	10.63	.1042	1.11
Co Naphthenate 6%....	.60%	.17	3.47	.1250	.43
		100.00	2043.65		100.00

Weight per Gallon—20.44#
P.V.R.—28.35 Consistency—97 K. U.

Suggested Roller Mill Grind

1475#	8 oz.	Sublimed Blue Lead
260#		Raw Linseed Oil

Reduce With

252#	9 oz.	Raw Linseed Oil
41#	8 oz.	Mineral Spirts
10#	10 oz.	Pb Naphthenate 24%
3#	8 oz.	Co. Naphthenate 6%
2041#	11 oz.	or approximately 100 gallons.

Drying Time

Dust-free	15 hours
Re-coat	18 hours

Notes: This formulation is a standard linseed oil, rust inhibitive, ready-mixed paint, conforming to Federal Specification TT-P-20.

Dries to a high gloss.

6030 Federal Specification TT-P-20, Amendment I

Paint, Blue Lead, Basic Sulphate, Linseed Oil, Ready-Mixed for Atmospheric Exposure

Formulation		Total Weight %	Pounds Per 100 Gal.	Bulking Value	Gals.
Pigment—72.5%					
Sublimed Blue Lead	99.7%	72.28	1444.47	.0177	25.57
Aluminum Stearate	.3%	.22	4.40	.1190	.52
Vehicle—27.5%					
Raw Linseed Oil	44.20%	12.16	243.01	.1288	31.30
Z-2 Linseed Oil	23.80%	6.54	130.70	.1242	16.23
Mineral Spirits	30.13%	8.29	165.67	.1525	25.27
Pb Naphthenate 24%	1.41%	.39	7.79	.1042	.81
Co Naphthenate 6%	.45%	.12	2.40	.1250	.30
		100.00	1998.44		100.00

Weight per Gallon—19.98#
P.V.R.—35.44 Consistency—90 K. U.

Suggested Roller Mill Grind

1444#	8 oz.	Sublimed Blue Lead
4#	6 oz.	Aluminum Stearate
125#		Raw Linseed Oil
130#	11 oz.	Z-2 Linseed Oil

Reduce With

118#		Raw Linseed Oil
165#	11 oz.	Mineral Spirits
7#	13 oz.	Pb Naphthenate 24%
2#	6 oz.	Co Naphthenate 6%
1998#	7 oz.	or approximately 100 gallons

Drying Time

Dust-free	15 hours
Re-coat	18 hours

Notes: The same notes apply to this formulation as to Federal Specifications TT-P-20. It has a short oil content of 3.73 pounds of linseed oil to the gallon. Aluminum stearate helps suspension in the package.

Dries to a lower gloss than paint made with high oil content.

6031 Primer PM-5-14—For Fresh Water Immersion

Formulation		Total Weight %	Pounds Per 100 Gal.	Bulking Value	Gals.
Pigment—60%					
Sublimed Blue Lead	80%	48.0	743.62	.0177	13.16
Basic Silicate Dry White Lead—Eagle #202-A	20%	12.0	185.90	.0207	3.85
Vehicle—40%					
JV-41 Varnish	99%	39.6	613.49	.1342	82.33
Guaiacol	1%	.4	6.20	.1064	.66
		100.0	1549.21		100.00

Weight per Gallon—15.49#
P.V.R.—28.9
Consistency—80 K. U.

Suggested Roller Mill Grind

743#	10 oz.	Sublimed Blue Lead
185#	14 oz.	Silicate White Lead
180#		JV-41 Varnish

Reduce With

433#	8 oz.	JV-41 Varnish
6#	3 oz.	Guaiacol
1549#	3 oz.	or approximately 100 gallons.

Drying Time

Dust free	1 hour
Re-coat	2 hours

Notes: The phenolic-tung oil varnish in this paint raises the RMC with the higher cost being justified in good performance. It has shown excellent performance on large test areas.

Dries to a high gloss.

6032 Primer PM-5-19—For Fresh Water Immersion

Formulation		Total Weight %	Pounds Per 100 Gal.	Bulking Value	Gals.
Pigment—58.3%					
Sublimed Blue Lead	60%	34.98	491.40	.0177	8.70
Zinc Chromate*	20%	11.66	163.80	.0326	5.34
Asbestine	15%	8.75	122.92	.0421	5.17
Diatomaceous Silica	5%	2.91	40.88	.0515	2.11
Vehicle—41.7%					
JV-41-L Varnish	99%	41.28	579.90	.1346	78.05
Guaiacol	1%	.42	5.89	.1064	.63
		100.00	1404.79		100.00

Weight per Gallon—14.05#
P.V.R.—34.9 Consistency—78 K. U.

Suggested Roller Mill Grind

491#	6 oz.	Sublimed Blue Lead
163#	13 oz.	Zinc Chromate
122#	15 oz.	Asbestine
40#	14 oz.	Diatomaceous Silica
340#		JV-41-L Varnish

Reduce With

339#	14 oz.	JV-41-L Varnish
5#	14 oz.	Guaiacol
1404#	12 oz.	or approximately 100 gallons.

Drying Time

Dust-free	2 hours
Re-coat	5 hours

Notes: This paint has shown good life on large surfaces. It has kerosene in the varnish which slows the drying somewhat but improves the brushing and leveling.

Dries with a low gloss.

* Federal Spec. TT-Z-415, Type I (Low Chloride and Sulphate).

6033 Primer PM-5-20—For Fresh Water Immersion

Formulation		Total Weight %	Pounds Per 100 Gal.	Bulking Value	Gals.
Pigment—60%					
Sublimed Blue Lead	60%	36.00	530.05	.0177	9.38
Basic Silicate Dry White Lead—Eagle #202-A	20%	12.00	176.68	.0207	3.66
Asbestine	15%	9.00	132.51	.0421	5.58
Diatomaceous Silica	5%	3.00	44.17	.0515	2.27
Vehicle—40%					
JV-41-L Varnish	99%	39.60	583.06	.1346	78.48
Guaiacol	1%	.40	5.89	.1064	.63
		100.00	1472.36		100.00

Weight per Gallon—14.72#
P.V.R.—34.3
Consistency—79 K. U.

Suggested Roller Mill Grind

530#	1 oz.	Sublimed Blue Lead
176#	11 oz.	Silicate White Lead
132#	8 oz.	Asbestine
44#	3 oz.	Diatomaceous Silica
230#		JV-41-L Varnish

Reduce With

353#	1 oz.	JV-41-L Varnish
5#	14 oz.	Guaiacol
1472#	6 oz.	or approximately 100 gallons.

Drying Time

Dust-free	2 hours
Re-coat	5 hours

Notes: This paint has the same vehicle as PM-5-19, and has shown good performance. A large number of exposures have shown Basic Silicate White Lead to be advantageous for water immersion exposure, so this paint is somewhat superior in performance to PM-5-19.

Dries with a low gloss.

6034 Primer PM-1-20—For Intermittent or Tide Level Salt Water Exposure

Formulation.		Total Weight %	Pounds Per 100 Gal.	Bulking Value	Gals.
Pigment—58.5%					
Sublimed Blue Lead.....	60.0%	35.10	506.86	.0177	8.97
Basic Silicate Dry White Lead—Eagle #202-A...	15.0%	8.77	126.64	.0207	2.62
Eagle Zinc Oxide #417...	10.0%	5.85	84.48	.0213	1.80
Asbestine	7.5%	4.39	63.39	.0421	2.67
Diatomaceous Silica	7.5%	4.39	63.39	.0515	3.26
Vehicle—41.5%					
JV-161 Varnish	90.87%	37.71	544.55	.1333	72.59
Mineral Spirits	8.19%	3.40	49.10	.1525	7.49
Guaiacol	.94%	.39	5.63	.1064	.60
		100.00	1444.04		100.00

Weight per Gallon 14.44#
P.V.R.—34.7
Consistency—74 K. U.

Suggested Roller Mill Grind

506#	14 oz.	Sublimed Blue Lead
126#	10 oz.	Silicate White Lead
84#	8 oz.	Zinc Oxide
63#	6 oz.	Asbestine
63#	6 oz.	Diatomaceous Silica
270#		JV-161 Varnish

Reduce With

274#	9 oz.	JV-161 Varnish
49#	2 oz.	Mineral Spirits
5#	10 oz.	Guaiacol
1444#	1 oz.	or approximately 100 gallons.

Drying Time

Dust-free	½ hour
Re-coat	1 hour

Notes: This primer with a 15 gallon oil length vehicle has proved the most satisfactory of any in various tests for above exposures. It has given excellent service in tests at tide livel.

Dries to a flat finish.

6035 Primer PM-1-1—For Intermittent or Tide Level Salt Water Exposure or For Continuous Salt Water Immersion

Formulation		Total Weight %	Pounds Per 100 Gal.	Bulking Value	Gals.
Pigment—58.58%					
Sublimed Blue Lead	60.0%	35.15	505.00	.0177	8.94
Basic Silicate Dry White Lead—Eagle #202-A	15.0%	8.79	126.25	.0207	2.61
Eagle Zinc Oxide #417	10.0%	5.86	84.17	.0213	1.79
Asbestine	7.5%	4.39	63.12	.0421	2.66
Diatomaceous Silica	7.5%	4.39	63.12	.0515	3.25
Vehicle—41.42%					
JV-41 Varnish	89.67%	37.14	533.64	.1342	71.62
Mineral Spirits	9.44%	3.91	56.18	.1525	8.57
Guaiacol	.89%	.37	5.30	.1064	.56
		100.00	1436.78		100.00

Weight per Gallon—14.37#
P.V.R.—34.61
Consistency—75 K. U.

Suggested Roller Mill Grind

505#		Sublimed Blue Lead
126#	4 oz.	Silicate White Lead
84#	3 oz.	Zinc Oxide
63#	2 oz.	Asbestine
63#	2 oz.	Diatomaceous Silica
250#	8 oz.	JV-41 Varnish
5#	5 oz.	Guaiacol

Reduce With

283#	2 oz.	JV-41 Varnish
56#	3 oz.	Mineral Spirits
1436#	13 oz.	or approximately 100 gallons.

Drying Time

Dust-free	1 hour
Re-coat	2 hours

Notes: This primer is similar to Primer PM-1-20 except that it has a longer oil length—33 gallons. It has shown good durability and should give greater flexibility where such is desired.

Dries to a low gloss.

6036 Primer PM-1-4—For intermittent or Tide Level Salt Water Exposure

Formulation		Total Weight %	Pounds Per 100 Gal.	Bulking Value	Gals.
Pigment—55.5%					
Sublimed Blue Lead	60.0%	33.30	447.57	.0177	7.92
Zinc Chromate*	20.0%	11.10	149.19	.0326	4.86
Asbestine	15.0%	8.32	111.83	.0421	4.71
Diatomaceous Silica	5.0%	2.78	37.36	.0515	1.93
Vehicle—44.5%					
JV-161 Varnish	90.4%	40.23	540.71	.1333	72.08
Mineral Spirits	8.7%	3.87	52.01	.1525	7.93
Guaiacol	.9%	.40	5.38	.1064	.57
		100.00	1344.05		100.00

Weight per Gallon—13.44#
P.V.R.—35.0 **Consistency—72 K. U.**

Suggested Roller Mill Grind

447#	9 oz.	Sublimed Blue Lead
149#	3 oz.	Zinc Chromate
111#	13 oz.	Asbestine
37#	6 oz.	Diatomaceous Silica
210#		JV-161 Varnish

Reduce With

330#	11 oz.	JV-161 Varnish
52#		Mineral Spirits
5#	6 oz.	Guaiacol
1344#		or approximately 100 gallons.

Drying Time

Dust-free	30 min.
Re-coat	1 hour

Notes: This primer in a 15 gallon oil length vehicle has shown good durability but not as good as Primer PM-1-20. It is included as a primer where Zinc Chromate content is desired. It is one of only a few pigmentations containing Zinc Chromate that performs well in this type of exposure.

Dries to a flat finish.

* Federal Spec. TT-Z-415, Type I (Low Chloride and Sulphate).

6037 Primer PM-1-2—For Continuous Immersion In Salt Water

Formulation		Total Weight %	Pounds Per 100 Gal.	Bulking Value	Gals.
Pigment—54.6%					
Sublimed Blue Lead	60.0%	32.760	441.98	.0177	7.82
Basic Silicate Dry White Lead—Eagle #202-A	15.0%	8.190	110.50	.0207	2.29
Eagle Zinc Oxide #417	10.0%	5.460	73.66	.0213	1.57
Asbestine	7.5%	4.095	55.25	.0421	2.33
Diatomaceous Silica	7.5%	4.095	55.25	.0515	2.84
Vehicle—45.4%					
JV-40 Varnish	89.5%	40.633	548.20	.1342	73.57
Mineral Spirits	9.7%	4.404	59.42	.1525	9.06
Guaiacol	.8%	.363	4.90	.1064	.52
		100.000	1349.16		100.00

Weight per Gallon—13.49#
P.V.R.—31.2
Consistency—70 K. U.

Suggested Roller Mill Grind

442#		Sublimed Blue Lead
110#	8 oz.	Silicate White Lead
73#	11 oz.	Zinc Oxide
55#	4 oz.	Asbestine
55#	4 oz.	Diatomaceous Silica
210#		JV-40 Varnish

Reduce With

338#	3 oz.	JV-40 Varnish
59#	7 oz.	Mineral Spirits
4#	14 oz.	Guaiacol
1349#	3 oz.	or approximately 100 gallons

Drying Time

Dust-free 20 minutes
Re-coat 1 hour

Notes: This is the best primer for continuous submerged exposure in salt water in our experience. The vehicle is a 25 gallon phenolic-tung oil varnish.

Dries to a flat finish.

EAGLE PICHER-RESEARCH LABORATORIES

Varnish No. JV-37 Date 10-4-46

°F.

Wt. Per Gallon 7.55#
Viscosity X
Color
Solids 55%
Oil Length 25 Gallons

590
560
530
500
470
440
410
380
350
320
290
260

5 10 45 50 55 60 65 Min.

Pounds	Gallons	Materials
100		100% Phenolic Resin
141	18	Chinawood Oil

EAGLE-PICHER RESEARCH LABORATORIES

Varnish No. JV-40 Date 8-14-46

°F.

	Wt. Per Gallon	7.45#
	Viscosity	A+
	Color	
590	Solids	55%
	Oil Length	25 Gal.
560		
530		
500		
470		
440		
410		
380		
350		
320		
290		

Hold at 460 °F. for 24" string from cold plate.

Reduce at 450 °F, Add driers.

54 66 78 Min.

Pounds	Gallons	Materials
100		100% Phenolic Resin*
196	25	Chinawood Oil

Oil

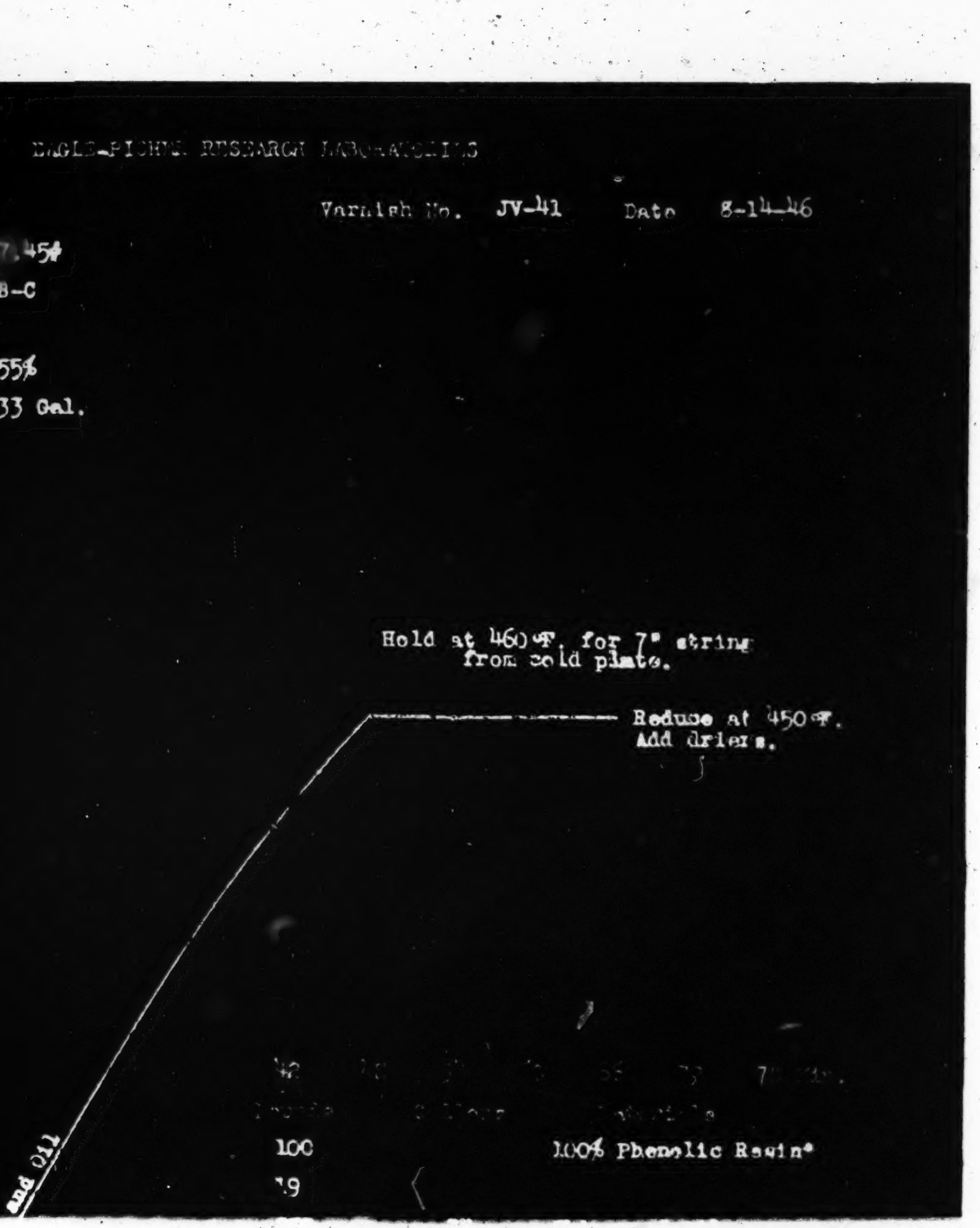
EAGLE-PICHER RESEARCH LABORATORIES

Varnish No. JV-41 Date 8-14-46

°F.

Wt. Per Gallon 7.45#
Viscosity B-C
Color
Solids 55%
Oil Length 33 Gal.

590
560
530
500
470
440
410
380
350
320
290



6038 Primer PM-1-21—For Continuous Salt Water Immersion

Formulation		Total Weight %	Pounds Per 100 Gal.	Bulking Value	Gals.
Pigment—59.3%					
Sublimed Blue Lead.....	60%	35.58	534.63	.0177	9.46
Basic Silicate Dry White Lead—Eagle #202-A...	20%	11.86	178.21	.0207	3.69
Asbestine	15%	8.90	133.73	.0421	5.63
Diatomaceous Silica	5%	2.96	44.48	.0515	2.29
Vehicle—40.7%					
JV-137 Varnish	94.55%	38.48	578.20	.1282	74.13
Mineral Spirits	4.45%	1.81	27.20	.1525	4.15
Guaiacol	1.00%	.41	6.16	.1064	.65
		100.00	1502.61		100.00

Weight per Gallon—15.03#
P.V.R.—35.0 Consistency—72 K. U.

Suggested Roller Mill Grind

534#	10 oz.	Sublimed Blue Lead
178#	3 oz.	Silicate White Lead
133#	12 oz.	Asbestine
44#	8 oz.	Diatomaceous Silica
280#		JV-137 Varnish

Reduce With

298#	3 oz.	JV-137 Varnish
27#	3 oz.	Mineral Spirits
6#	3 oz.	Guaiacol
1502#	10 oz.	or approximately 100 gallons.

Drying Time

Dust-free	30 minutes
Re-coat	2 hours

Notes: This primer has a 6½ gallon oil length vehicle and has given good service, though it is not as long-lived, as Primer PM-1-2.

Dries to a low gloss.

6039 **Top Coats**

The choice of a top coat depends upon the conditions to which the paint system will be subjected. The primers are designed as part of a paint system designed for the several types of exposures indicated.

For atmospheric Exposure—normal conditions:

1. Multiple Pigment—Lead, Zinc, Titanium, Inert in Linseed Oil Vehicle.

A. Pigment—68%

Basic Sulphate White Lead	63%
Zinc Oxide	20%
Titanium Dioxide	7%
Magnesium Silicate	10%
	100%

Vehicle—32%

Refined Linseed Oil	85%
Q Body Linseed Oil	9%
Turp. and Driers	6%
	100%

B. Green Paint

Pigment—72%

Basic Sulphate White Lead	66%
Zinc Oxide	10%
Chromium Oxide	14%
Magnesium Silicate	10%
	100%

Vehicle—38%

Raw Linseed Oil	86%
Varnish JV-41	8%
Turp. and Driers	6%
	100%

C. TT-P-40, Class A, LZTI

Type I, White
Type II, Tints
Class B, White Lead Paints

D. Two pounds of Aluminum Paste in one gallon

1. JV-37
2. Fed. Spec. Varnish, TT-V-81a, Type II
3. Aluminum Paste in long oil oxidizing type alkyd 30% glycerol phthalate based on solids.

E. Black Bridge Paint

1. Oleoresinous Type Vehicle
2. Fed. Spec. TT-P-61a

6040 F. Multiple pigment, alkyd vehicle of long oil oxidizing type with approximately 30% glycerol phthalate content, based on solids.

Abnormal conditions: For abnormal conditions such as acid or alkaline exposure:

Sublimed Blue Lead	60%	60%
Basic Silicate Dry White Lead	20%	15%
Zinc Oxide		10%
Magnesium Silicate	15%	7.5%
Diatomaceous Silica	5%	7.5%
	100%	100.0%

In 1) a 25-33 gal. tung oil phenolic resin varnish vehicle; or 2) 15 gal. tung oil phenolic vehicle. Pigment approximately 60%; Vehicle approximately 40%.

Note: The addition of 2% Carbon Black and 1% Benzoic Acid ground in linseed oil to stiff paste, based on pigment content, is suggested for better tint retention.

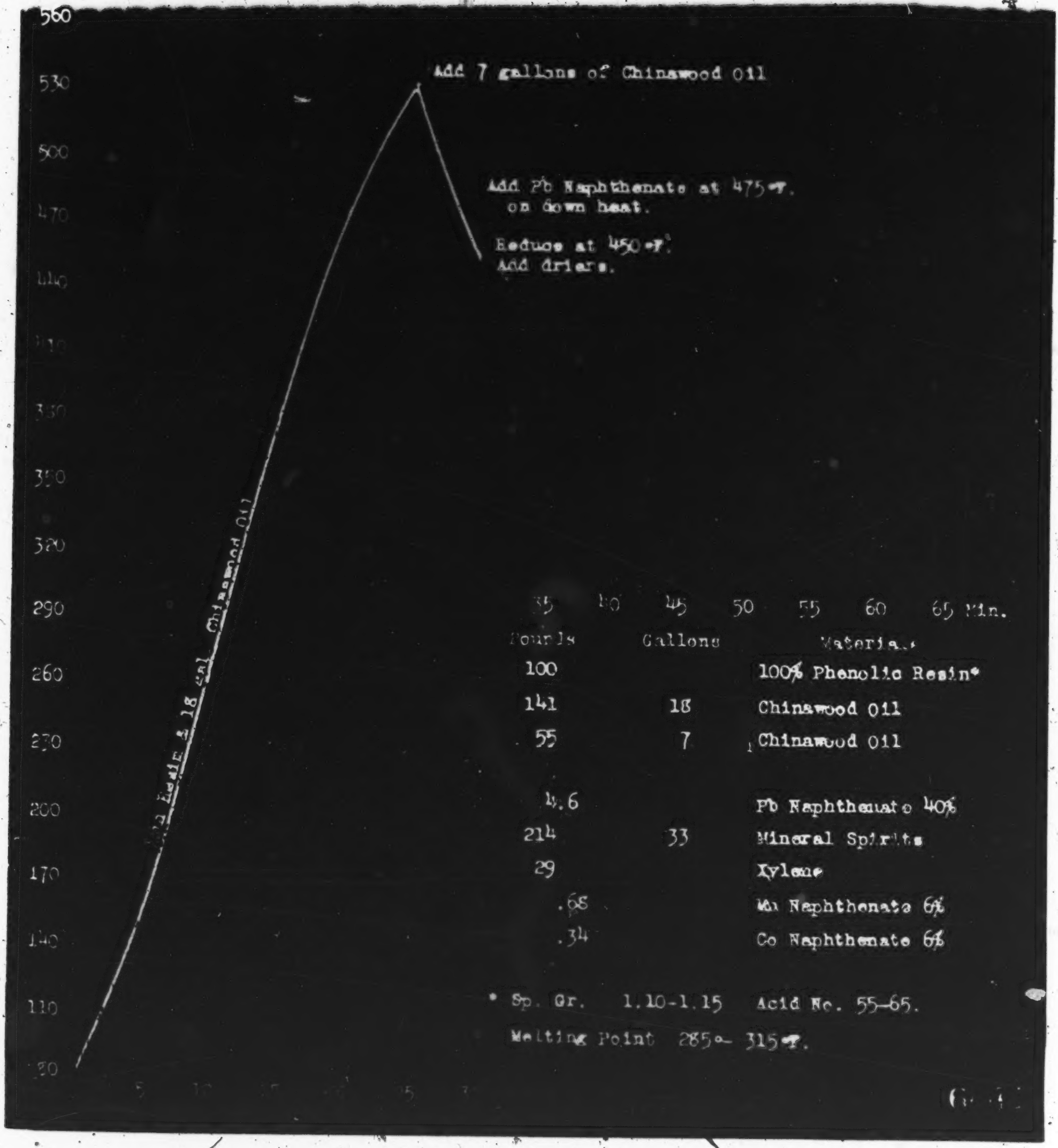
For Fresh Water Exposure:

Topcoat may be the same as the primer or aluminum paint—two pounds of aluminum paste to one gallon varnish—25 gallons 100 parapheny phenyl, phenolic, 60% tung oil, 40% linseed oil.

For Salt Water Exposure:

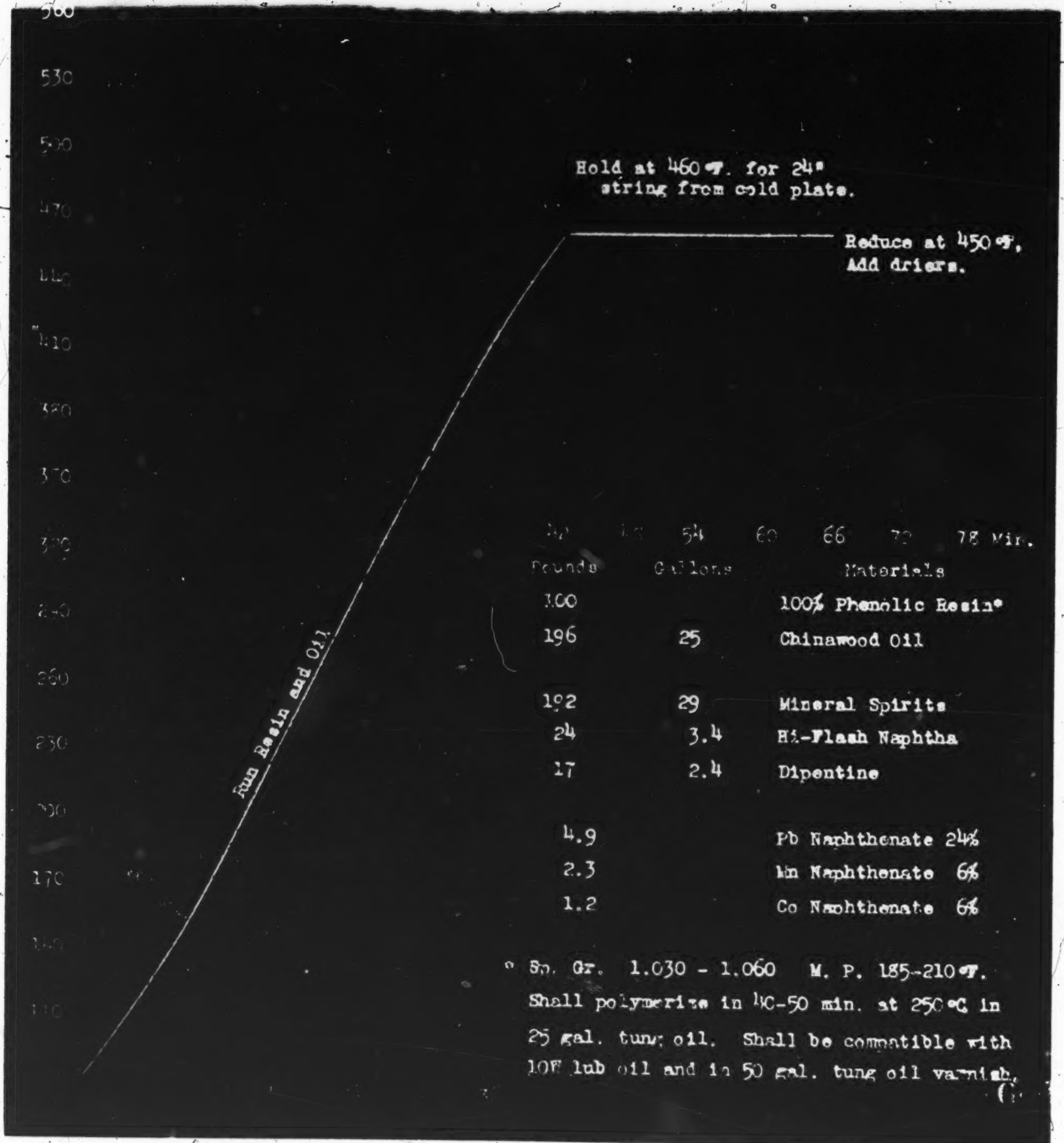
Intermittent or Tide Range—These primers may be used under boot topping paint. In these tests a top coat of U. S. Maritime Commission 52-MC-6, was found satisfactory (succeeding specification is suggested for use as this specification covers a more durable paint because of lower P.V.R.).

Continuous Exposure—Such exposures usually require protection against marine growth fouling. Therefore, an anti-fouling paint such as is used in these tests is suggested—U. S. Maritime Commission 52-MC-61, Class II, August 28, 1939, or succeeding specification—52-MC-503.



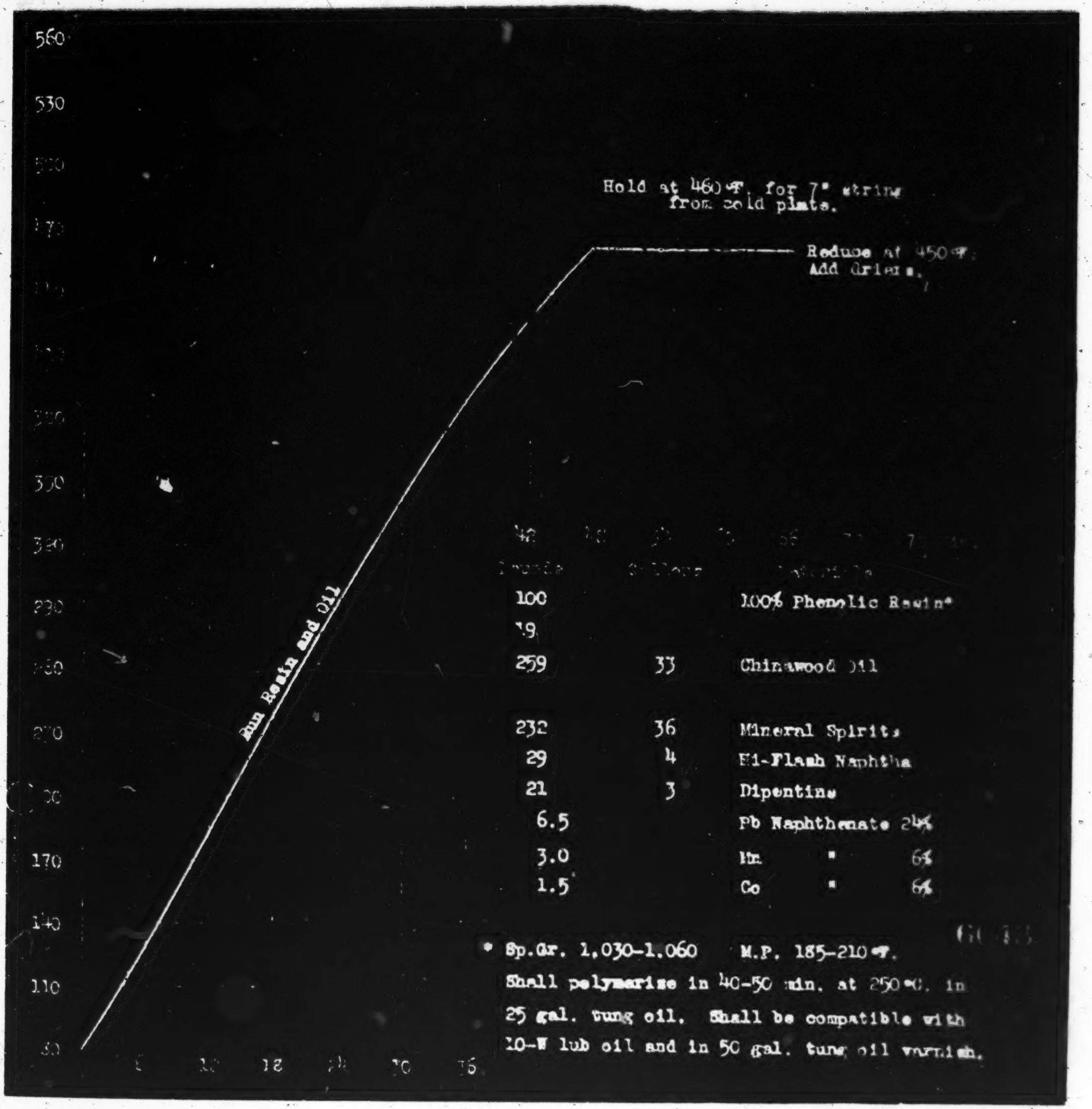
Pounds	Gallons	Materials
100		100% Phenolic Resin*
141	18	Chinawood Oil
55	7	Chinawood Oil
4.6		Pb Naphthenate 40%
214	33	Mineral Spirits
29		Xylene
.68		Mn Naphthenate 6%
.34		Co Naphthenate 6%

* Sp. Gr. 1.10-1.15 Acid No. 55-65.
Melting Point 285°- 315°F.



Pounds	Gallons	Materials
300		100% Phenolic Resin*
196	25	Chinawood Oil
192	29	Mineral Spirits
24	3.4	Hi-Flash Naphtha
17	2.4	Dipentine
4.9		Pb Naphthenate 24%
2.3		Mn Naphthenate 6%
1.2		Co Naphthenate 6%

* Sp. Gr. 1.030 - 1.060 M. P. 185-210 °F. Shall polymerize in 40-50 min. at 250 °C in 25 gal. tung oil. Shall be compatible with 10F lub oil and in 50 gal. tung oil varnish.



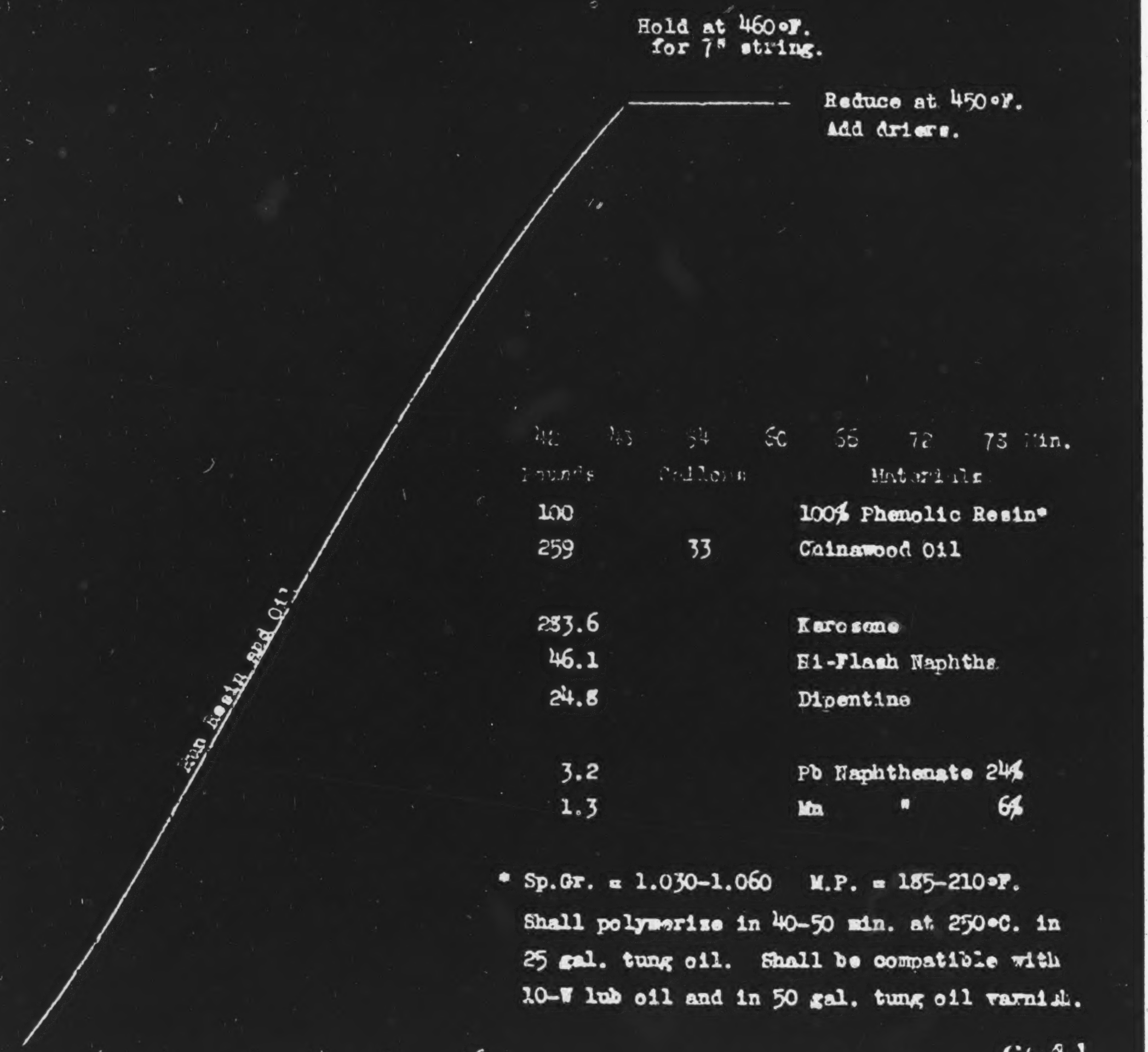
100		100% Phenolic Resin*
59		
259	33	Chinawood Oil
232	36	Mineral Spirits
29	4	Hi-Flash Naphtha
21	3	Dipentine
6.5		Pb Naphthenate 24%
3.0		Mn " 6%
1.5		Co " 6%

* Sp.Gr. 1.030-1.060 M.P. 185-210°F.
Shall polymerize in 40-50 min. at 250°C. in 25 gal. tung oil. Shall be compatible with 10-W lub oil and in 50 gal. tung oil varnish.

E. I. DU PONT DE NEMOURS & COMPANY
EXPERIMENTAL RESEARCH LABORATORIES

Varnish No. JV-41-L Date 8-15-46

°F.	Ft. per Gallon	7.43
	Viscosity	A+
	Color	
580	Solids	50%
	Oil Length	33 Gal.



* Sp.Gr. = 1.030-1.060 M.P. = 185-210°F.
Shall polymerize in 40-50 min. at 250°C. in 25 gal. tung oil. Shall be compatible with 10-W lub oil and in 50 gal. tung oil varnish.

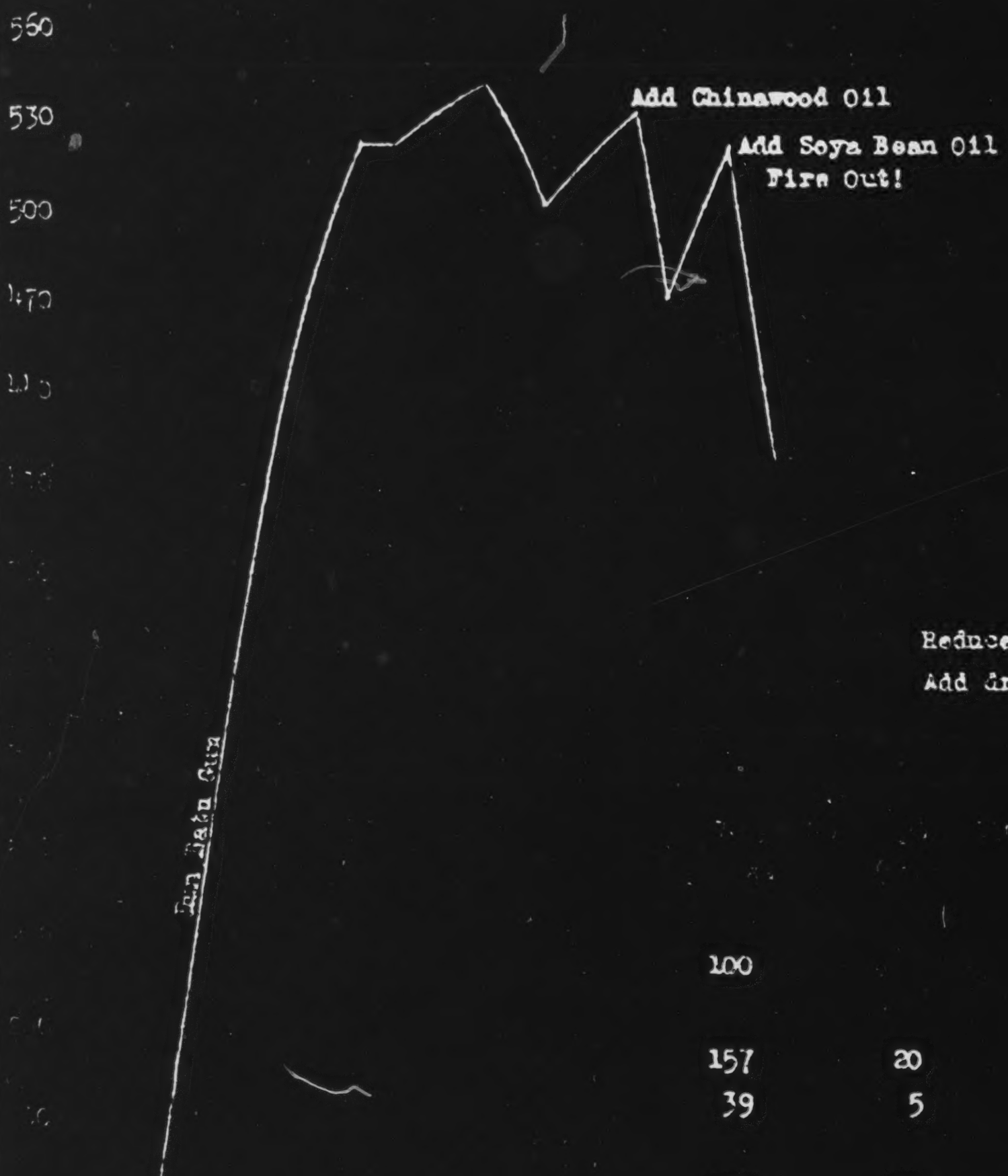
(6141)

EAGLE-PICHER RESEARCH LABORATORIES

Varnish No. JV-55 Date 8-15-46

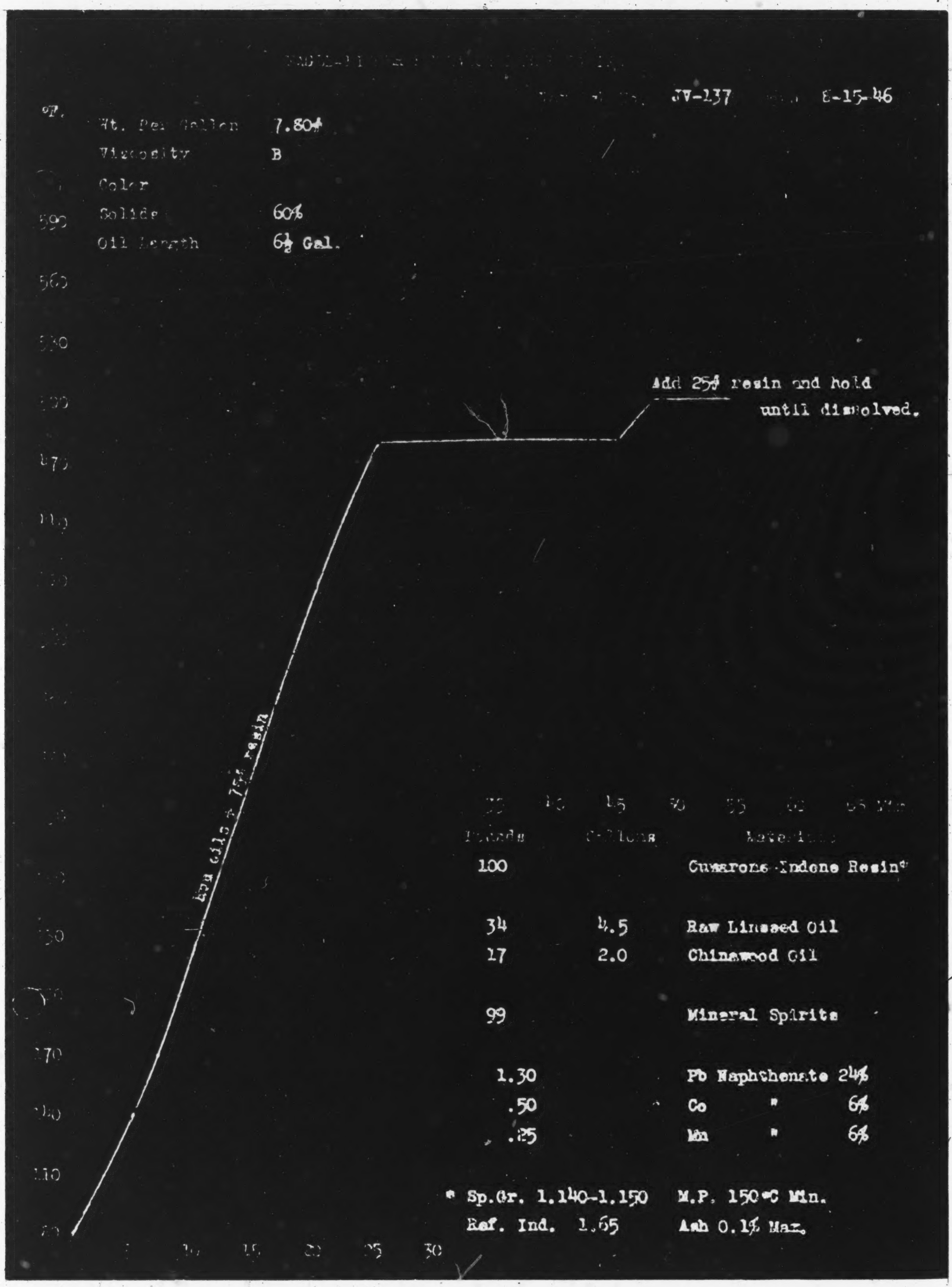
Wt. per Gallon 7.31#
Viscosity A
Color
Solids 50%
Oil Length 25 Gal.

Run Batu Gum to 520°F. and hold until foam subsides slightly - then add Chinawood Oil which has been pre-heated to 400°F. Regain to 520°F. and add Soya Bean Oil.



Reduce at 350°F.
Add driers.

100		Bata Gum (Scraped)
157	20	Chinawood Oil
39	5	Soya Bean Oil (Vis A)
287	44	Mineral Spirits
4.90		Pb Naphthenate 24%
1.96		Mn " 6%
1.96		Co " 6%


37-137
8-15-46
Wt. Per Gallon 7.80#
Viscosity B
Color
Solids 60%
Oil Length 6½ Gal.
Add 25# resin and hold until dissolved.
Pounds
Gallons
Materials
100 Cumarone-Indene Resin*
34 4.5 Raw Linseed Oil
17 2.0 Chinawood Oil
99 Mineral Spirits
1.30 Pb Naphthenate 24%
.50 Co " 6%
.25 Mn " 6%
* Sp.Gr. 1.140-1.150 M.P. 150°C Min.
Ref. Ind. 1.65 Ash 0.1% Max.

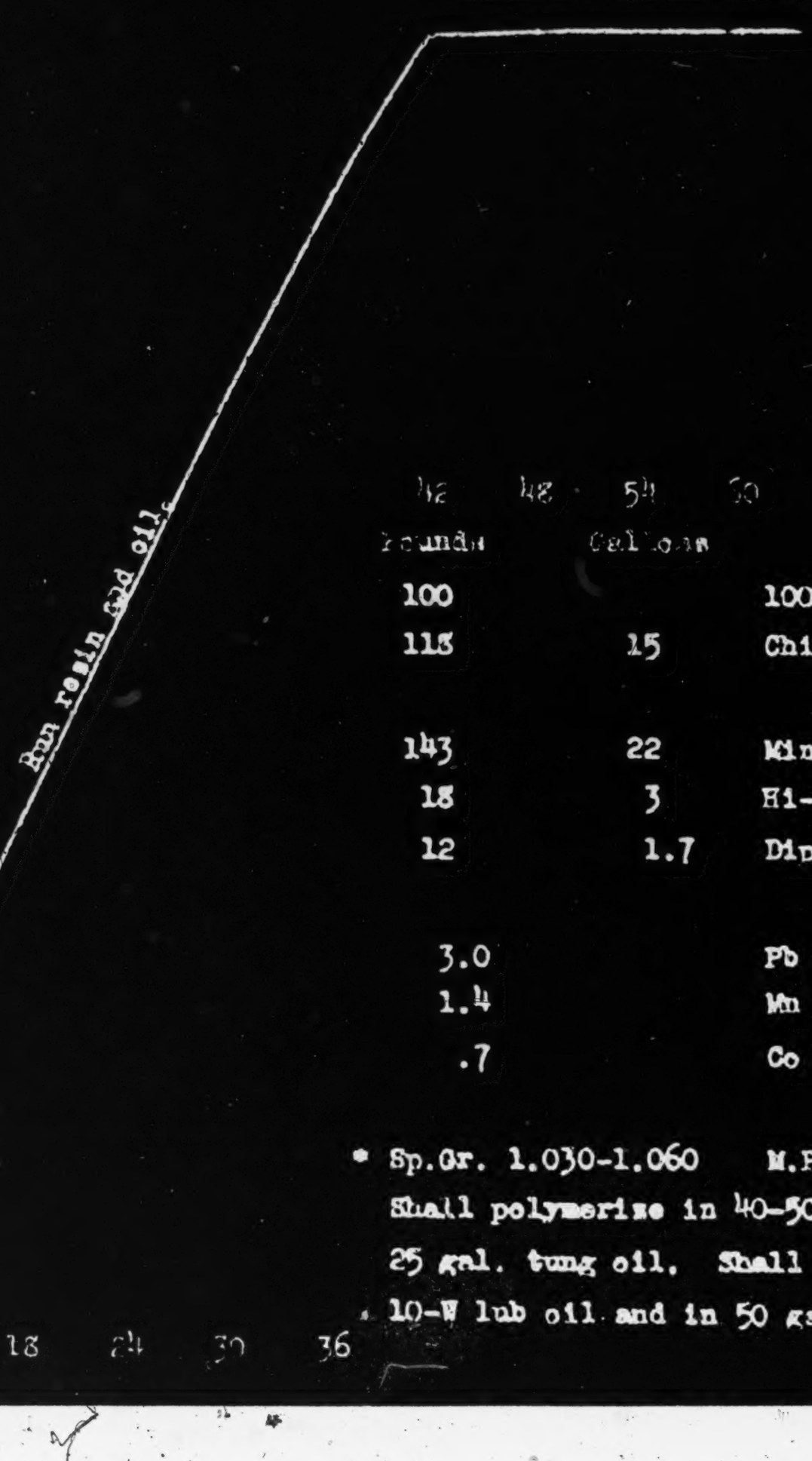
EAGLE-PICHER RESEARCH LABORATORIES

Varnish No. JV-161 Date 6-15-46

°F.

Wt. Per Gallon 7.50#
Viscosity A -
Color
Solids 55%
Oil Length 15 Gal.

590
560
530
500
470
440
410
380
350
320
290
260
230
200
170
140
110
80
50



Hold at 460°F. for 36" string from cold plate.
Reduce at 450°F.
Add driers.

42	48	54	50	56	72	78 Min.

Pounds	Gallons	Materials
100		100% Phenolic Resin*
113	15	Chinawood Oil
143	22	Mineral Spirits
18	3	Hi-Flash Naphtha
12	1.7	Dipentine
3.0		Pb Naphthenate 24%
1.4		Mn Naphthenate 6%
.7		Co Naphthenate 6%

6/6/46

* Sp.Gr. 1.030-1.060 M.P. 185-210°F.
Shall polymerize in 40-50 min. at 250°C. in 25 gal. tung oil. Shall be compatible with 10-W lub oil and in 50 gal. tung oil varnish.

RED LEAD

in

Corrosion Resistant Paints

FEDERAL TRADE COMMISSION
DOCKET NO. 5603 RESPONDENT'S EXHIBIT NO. 189
IN THE MATTER OF National Lead Co.
DATE 7/2-/47 HEARING Early
BALTIMORE FEDERAL REPORTING CO.
BY Schwartz

Published by

NATIONAL LEAD COMPANY

6047

Alvin V. Gwartz.

FOREWORD

AS a guide to those responsible for formulating and specifying paint for structural iron and steel, we have set forth in this booklet the various characteristics of red lead, its function in paint, and formulas for a representative group of general purpose and specification paint primers. It is hoped that this data will assist both the paint manufacturer and the consumer in selecting the best paint for a lasting and durable job.

The services of our technical staff are available at any time to those with paint formulation problems.

Information regarding the formulation of red lead pigmented paints may be had by contacting any one of our offices.

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CHAPTER I

Properties and Advantages of RED LEAD

THE essential properties and functions of a metal protective primer that will provide maximum protection are: (1) the inclusion of a constituent which inhibits and stifles corrosion by preventing the reactions causing corrosion; (2) the formation of a continuous film to exclude from the metal the environment which can cause corrosion; (3) the maintenance of flexibility in the film so that it can conform with the stresses set up by temperature changes; and (4) the retention of good bonding properties so that adhesion of the paint film will be maintained, not only initially but for a maximum period of time.

Red lead, used either as a single pigment or combined with other paint pigments, possesses properties which enable it to fulfil the requirements of each one of these specifications. It ranks high as an inhibitor pigment and it also imparts additional qualities to a paint which promote adhesion, toughness, and elasticity in the paint film. In fact, red lead's durability and long service under difficult conditions has become a generally accepted standard of performance for metal protective paints the world over.

Red Lead – An Inhibitor Pigment

Authorities agree that, for the priming coat or coats, a paint should be rust inhibitive if it is to give satisfactory performance.

There have been many tests conducted, both in the field and in the laboratory, to show very definitely and conclusively that red lead is an inhibitive pigment and its presence, therefore, imparts important protective qualities to a paint for metal.

Two members of the Bell Telephone Laboratories, H. E. Haring and R. B. Gibney, have conducted a series of laboratory experiments which seem to confirm this theory of passivity and support their expressed belief that the action of red lead in the priming coat is essentially chemical.

Experiments conducted by K. G. Lewis* also show this inhibitive effect of red lead on metal surfaces. Lewis used the scratch-coat method in which he painted metal with red lead and linseed oil, and when the film was dry made a standard scratch through it exposing the bare metal. A drop of sodium chloride solution placed on this scratch and protected against evaporation caused no corrosion, rusting or softening of the paint film in the case of red lead.

The reasons for the creation of a passive state on red leaded metal surfaces is attributed by some to its basic or alkaline nature. This is on the theory that when steel is attacked, the iron goes into solution at the anodic areas, and the rate of solution is inversely proportional to the alkalinity of the medium in immediate contact with the metal.

It is further held by other authorities that corrosion is prevented if a protective layer of oxide is formed in direct contact with the metal surface. This takes place when the ferrous ions formed at the anodic areas are quickly oxidized to the ferric state. Certainly the presence of an active oxidizing agent, such as red lead, will promote the formation of this protective oxide shield and arrest the process of corrosion.

Red lead is doubly fortunate in that it possesses in such degree both of these chemical properties which authorities agree are responsible for preventing metal corrosion. As has been stated by Dr. Ulick R. Evans,** of Cambridge (England) University, "An inhibitive pigment should be included in the lowest (priming) coat of paint so as to keep the metal passive . . . "

Red Lead Soaps — Their Effect on the Paint Film

When red lead is mixed with most of the paint vehicles in common use, some organic compounds of lead are formed. This reaction has been demonstrated by many independent investigators and is now a generally accepted fact.

K. G. Lewis and U. R. Evans, Journal Soc. Chem. Ind. 1934.
U. R. Evans, Metallic Corrosion Passivity and Protection (Edward Arnold & Co.) 1937, p. 594.

The products of this phenomenon are commonly referred to as lead "soaps" and there has been a great deal of experimentation and research relating to both the formation of these metallic soaps and their effect upon the life and character of the paint film.

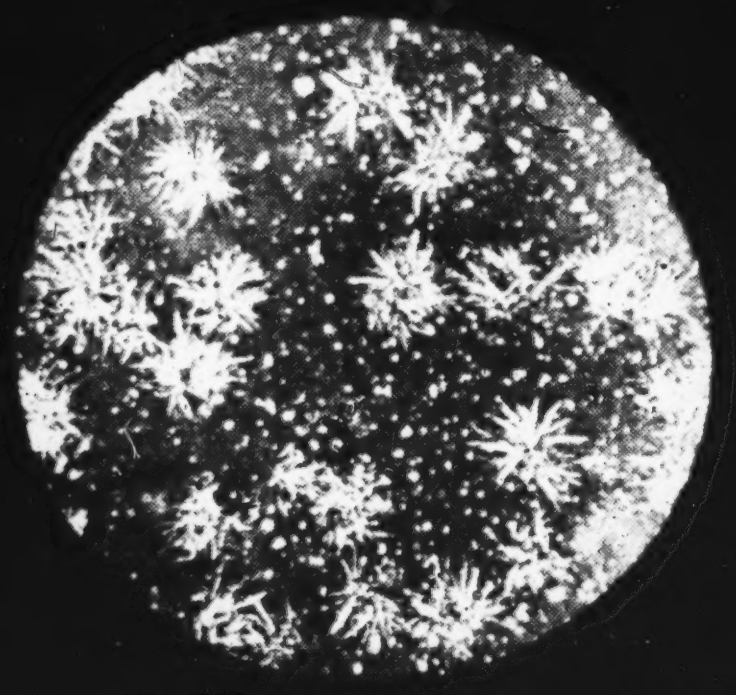

FIGURE 2

Lead soap formations in the early stages of their particle growth.

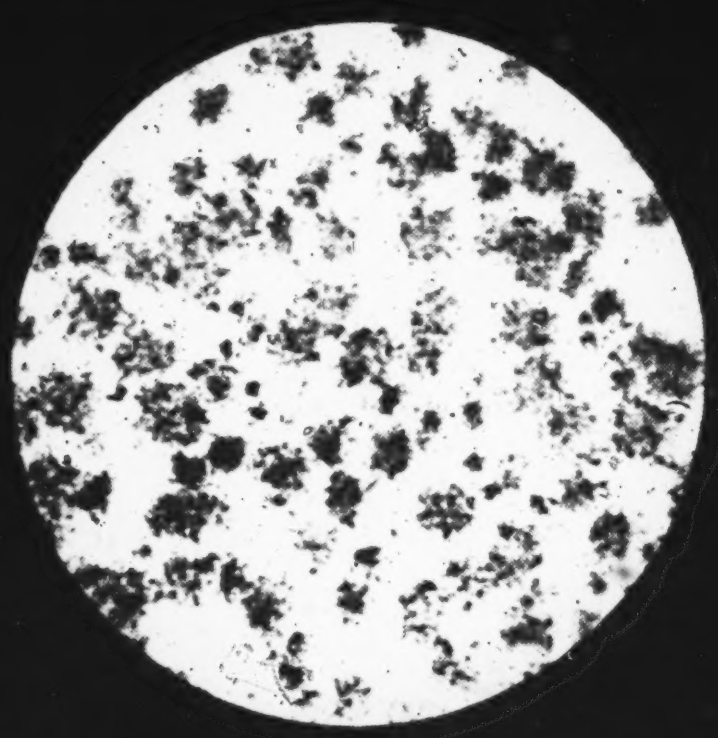

FIGURE 3

This photo, taken under polarized light, more clearly shows the character of lead soaps. Note particularly the fibrous structure.

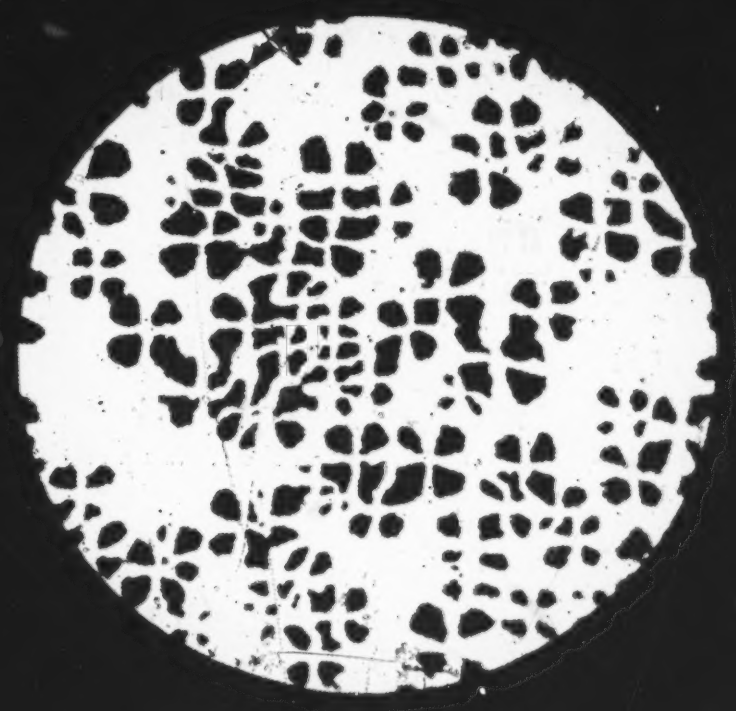

FIGURE 4

An example of a soap produced with another basic pigment. Note the solid, crystalline-like structure of this soap in contrast to the fibrous and rod-like lead soaps.

Not all paint pigments are capable of forming metallic soaps but lead pigments form them readily. The lead soaps are also distinctive in their form and in their effect.

In general, lead soaps form as a series of projections radiating out from a central core. This is shown in the photomicrographs, Figures 2 and 3. There are other metallic soaps that are more solid and crystalline and lack the elasticity and integral strength of the fiber-like spherulites in the lead paints. Such an example is shown in Figure 4.

Furthermore, it has been shown that the development of soap formations continues in the red lead paint film after the surface coating has dried. This continuous growth has even been photographed in a motion picture. Of course, the growth of soap crystals is a slow process and a picture which takes but a few seconds to show on the screen must be made over a period of many weeks.

Lead Soaps Contribute to Impermeability of Paint Film

The formation and presence of lead soap compounds in a paint film is not merely a chemical curiosity. The reaction has a very definite practical effect on the life and performance of the paint.

The composition of the soaps gives a clue to one of the reasons that red lead is an efficient guard against such corrosive factors as air and moisture. Among the products formed with linseed oil are lead linoleate, lead stearate, complex compounds of lead monoxide (litharge) with triglycerides, and basic lead soaps. All of these are highly water-resistant and unquestionably contribute to low moisture permeability. Confirmation of this is contained in a paper* by Manfred Ragg, a German investigator. He characterizes paint films containing red lead "as brick walls, built of comparatively large, impermeable bricks which are bound together with a water-tight mortar." Further evidence is contributed by a moisture permeability test quoted by Burns and Schuh.** The red lead paint film outranked all other pigments tested, fifteen in all, in resistance to moisture passage through the coating.

Add Toughness and Elasticity

Examination of the shape and character of lead soaps shows that they contribute also to the toughness and elasticity of the paint film.

It is very evident from a photomicrograph (See Figure 5) how the particles intertwine and mechanically reinforce the paint film. This type of particle growth is somewhat analogous to fibers in cloth. Individually the cloth fibers have little strength but once they are woven together their mechanical strength is increased many thousand times.

* Transactions, The Electrochemical Society, 1933

** Burns & Schuh, Protective Coatings for Metals (Reinhold Publishing Corp.) 1939, p. 323

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It is also a characteristic of lead soaps that they allow movement all along the projecting fingers. This is very beneficial to the life of the paint, as once the elastic limit of both the dried oil film and the soap particles is exceeded, the soap particles will give in this manner. This action effectively prevents the ruptures to which a hard, unyielding paint film is subject.

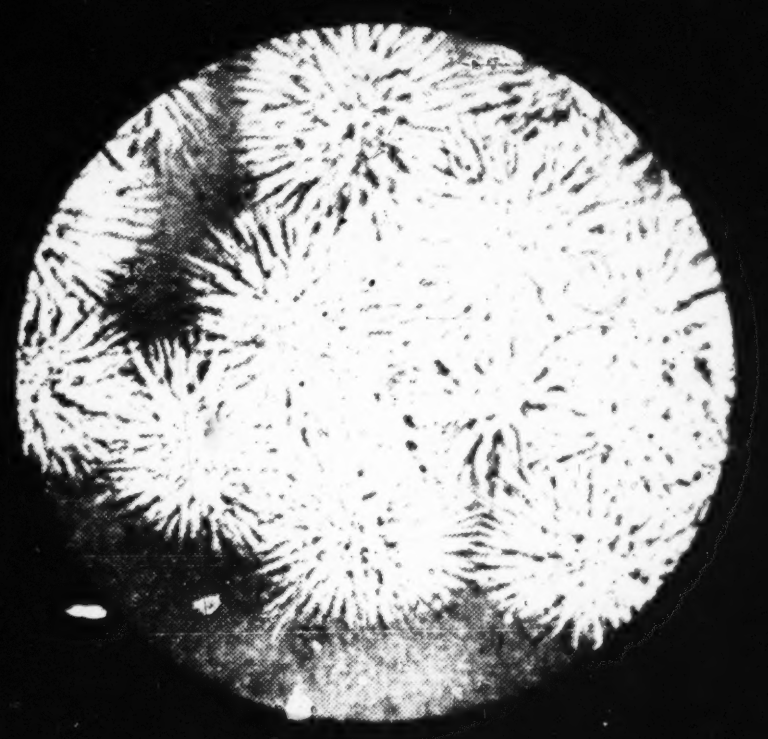

FIGURE 5

This photograph of more fully developed lead soap formations clearly indicates the mechanical reinforcement they give to the paint film.

Adhesion

Those who have carefully studied lead soap formations and their chemical components also believe that they are in great part responsible for the unique adhesiveness of red lead paint.

Of course, the inhibitive action of red lead also contributes to the tight bond between metal and paint. The fact that red lead has the ability to render the metal passive prevents rusting under the paint film which might expand and break the bond between the paint and the metal surface.

Durability of Red Lead

The wide acceptance of red lead as a protective pigment for metal rests on a sure foundation, namely, actual performance in service under all conditions plus numerous tests that have been conducted in all parts of the world.

Among the more important of these tests is the one conducted by a joint committee of The British Iron and Steel Federation and The Iron and Steel Institute

One of the more recent tests of red lead's inhibitiveness is reported by A. H. Stuart.* As a part of his testing, Dr. Stuart wanted to determine whether the red lead itself was responsible for rust inhibition. To do this he immersed a steel rod in a thin paste of red lead and water for one hour. The rod was then removed, thoroughly washed to remove all pigment, and tested along with an untreated rod. The treated rod, although all trace of red lead had been removed, showed decidedly greater resistance to rusting, as measured electrically, than did the untreated rod. Also the protective action, while it steadily diminished, had not entirely disappeared after forty hours. This is shown graphically in Figure 1.

Dr. Stuart's interpretation of this result is that red lead forms a thin film of oxide on the metal surface, thus creating a passive state. His conclusion, after this and other tests, is that red lead definitely maintains a passive state on a metal surface subject to rusting and that therefore "the faith in red lead as a primer rests on sure foundations."

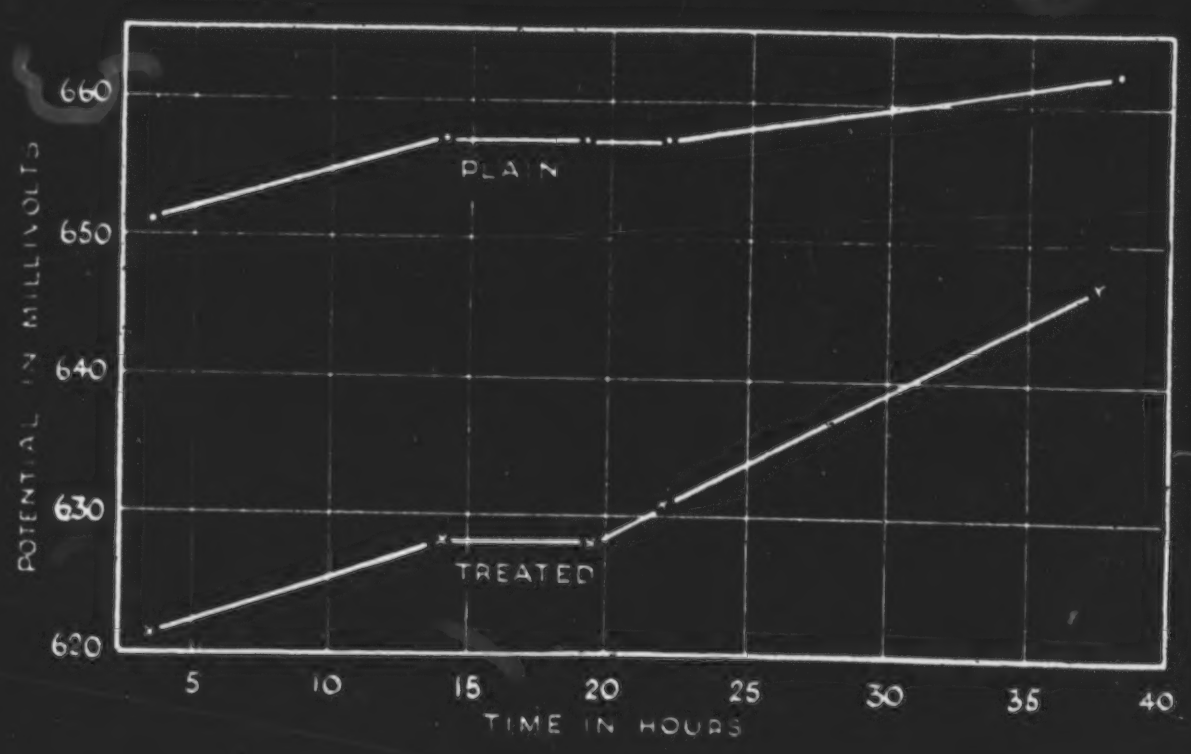

FIGURE 1

Graph showing results of test by A. H. Stuart. In the electrical potential measurement method which he used, a lower point on the scale indicates a less anodic condition of the metal and therefore greater resistance to rusting. It will be noticed that the treated rod was definitely less anodic than the untreated one. Also, while the protective action slowly diminished it was still present at the end of the test period.

*January 1939 issue of Paint Manufacture

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This sponsorship is entirely unbiased and the tests, which now extend over a period of about ten years, are reported upon annually.

The 1941 published report makes the following definite recommendation: "Use a corrosion-inhibiting priming paint, such as red lead. Follow this with good weather-resisting finishing coats, such as oxide of iron or white lead paints." The report further goes on to explain: "The Committee's tests have shown that the most effective of these (inhibitive) primers for general use is red lead."

For many years similar exposure tests have been conducted under the direction of the Cambridge (England) Laboratory. In these Cambridge tests, many of the effective combinations involved the presence of red lead in the lowest coat. Commenting on them, another paint authority, Dr. Ulick R. Evans,* of King's College, Cambridge University, claims that "The Cambridge outdoor tests support the view that the lowest coat should contain an inhibitor—preferably red lead."

Among the independent authorities who have carefully investigated metal paints of all kinds are R. M. Burns, Assistant Chemical Director of the Bell Telephone Laboratories and A. E. Schuh, Director of Research for the U. S. Pipe and Foundry Co. In a recent book,** on which they collaborated, it is stated "Of all the pigments that have been used in primers on ferrous metals, red lead has the best over-all record. It has been in constant use for well over a century, and in all carefully conducted paint studies has always ranked very high. It is not meant to imply that there is no other priming pigment better than red lead, for unquestionably several other pigments have in specific instances given superior protection. However, it is the one priming pigment which has consistently shown up well both in tests and in actual practice."

Paint Research

National Lead Company is fully cognizant of the value of testing all paints under actual service conditions. Not only does this prevent untried recommendations but it also furnishes us with a mass of valuable data to assist our customers interested in good paint formulation.

Straight red lead paints as well as red lead in various combinations with other pigments are constantly being tested and checked at our own outdoor testing grounds. These are located in various sections of the country so as to cover the salt air

*U. R. Evans, Metallic Corrosion Passivity and Protection (Edward Arnold & Co.) 1937, p. 605
**Burns & Schuh, Protective Coatings for Metals (Reinhold Publishing Corp.) 1939, p. 301

exposure of the coasts, the industrial atmosphere around large cities and the relatively pure air of rural locations. They include also marine tests of various types such as exposure to salt water, tidal waters and river water, both clear and industrially polluted. Climatic differences are likewise taken into account, the test locations ranging from Long Island to Florida, from the east coast to the west.

Information gathered at these various test stations is continually being drawn upon for the benefit of those who seek help in solving some difficult exposure problem or who wish to formulate paints to meet special requirements.

Red Lead with Other Pigments

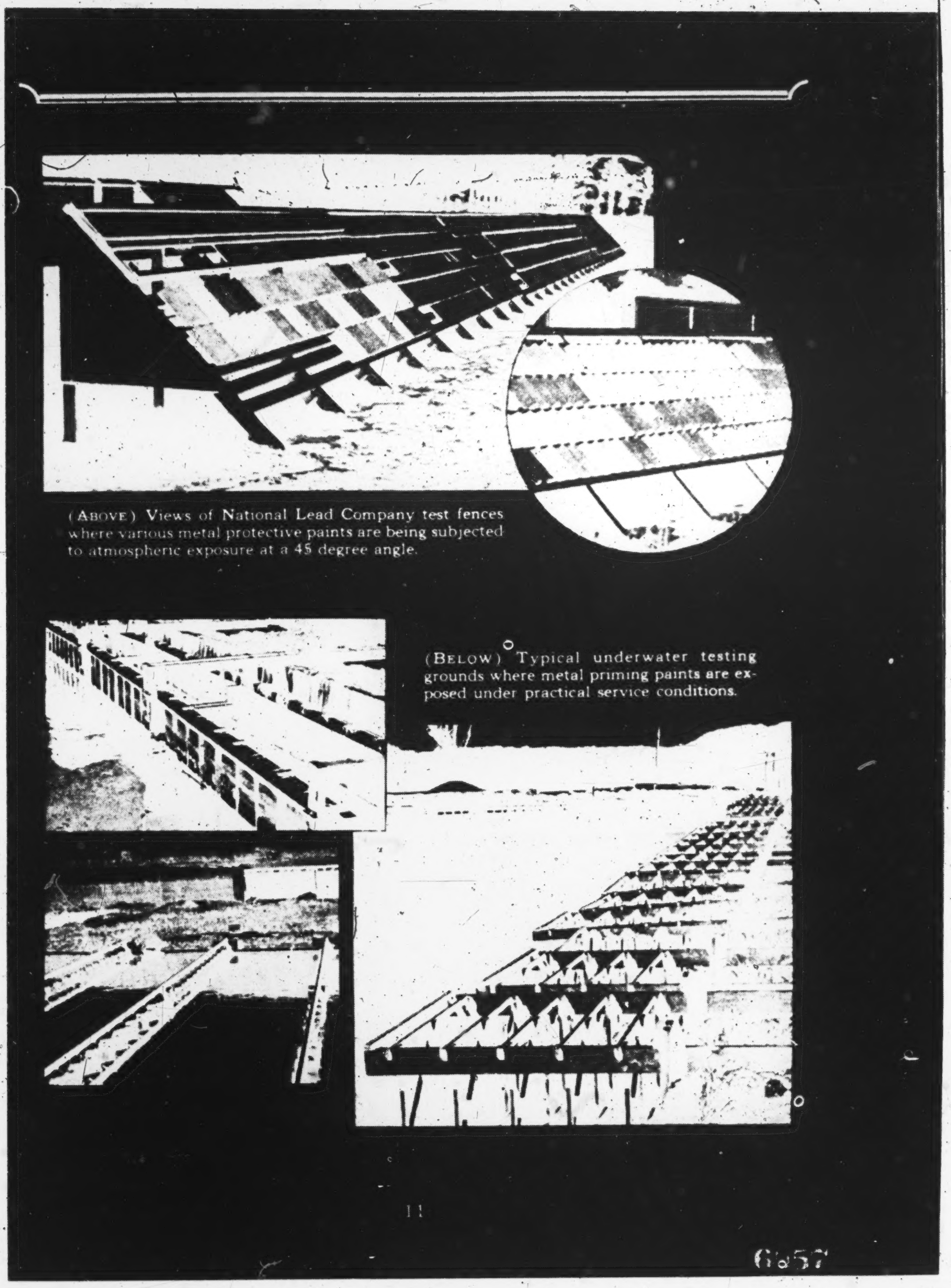
There have been many tests as well as innumerable practical examples to show that the full value of red lead as a protective against rust is realized in straight red lead paints. However, there is also a growing volume of evidence that the strong inhibitive character of red lead and the ability to form useful lead soap compounds increase the protection and length of life of a multi-pigment paint when red lead is included as one of the important components of the pigment phase.

Chapter III contains several formulations from established specifications—Federal, state and commercial - which call for red lead either as a single pigment or combined in various percentages with other pigments. This is an excellent indication of the general acceptance of red lead for the desirable properties that it provides in metal priming paints.

Vehicle Compatibility

The formulation of certain types of paints involves the use of vehicles other than linseed oil. In this respect, although essentially basic, red lead is compatible with practically all types of vehicles commonly used in metal priming paints. For example, varnishes made with alkyd resins, phenolic resins, and modifications of these, as well as various other resins, chlorinated rubber, and different heat treated drying oils, have been successfully used with red lead. Some of the formulas given in Chapter III include a few of the paint vehicles that are specified.

Of course, the choice of vehicle usually depends upon the type of service or exposure for which the paint is intended. Along this line we have compiled data to assist in the formulation of various vehicles with red lead to accomplish specific results. This information is available upon request.



(ABOVE) Views of National Lead Company test fences where various metal protective paints are being subjected to atmospheric exposure at a 45 degree angle.

(BELOW) Typical underwater testing grounds where metal priming paints are exposed under practical service conditions.

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RED LEAD
Types and Properties

TABLE I

Type Red Lead	% True Red Lead Pb_3O_4	Specific Gravity	Lbs. Per Solid Gallon	Gallons Per Pound	Oil Absorption	Apparent Density (grams)	Fineness (325 Mesh)	Average Part. Size (microns)	% Water Sol. Chlorides (less than)
85% Regular	85-87	9.00	75.0	.0133	5.0-7.0	17-21	0.03%	3.0-3.5	0.001
95% Regular	95-96	8.8-8.9	74.0	.0135	5.0-7.0	17-21	0.02%	3.0-3.5	0.001
95% Fumed	95-96	8.8-8.9	74.0	.0135	7.0-9.0	12-16	0.02%	1.5-2.0	0.001
97% Regular	97-98	8.8-8.9	74.0	.0135	5.0-7.0	17-21	0.02%	3.0-3.5	0.001
97% Fumed	97-98	8.8-8.9	74.0	.0135	7.0-9.0	12-16	0.02%	1.5-2.0	0.001
98% Regular	98-98.7	8.8-8.9	73.5	.0136	5.0-7.0	17-21	0.02%	2.8-3.3	0.001
98% Fumed	98-98.7	8.8-8.9	73.5	.0136	7.0-9.0	12-16	0.02%	1.5-2.0	0.001

NOTE: TEST METHODS USED IN DETERMINING THE PROPERTIES DATA ARE AS FOLLOWS:—

True Red Lead	ASTM D 49-37
Specific Gravity	ASTM D 153-39
Pounds per Solid Gallon	Calculated from specific gravity
Gallons per Pound	Calculated from specific gravity
Oil Absorption	ASTM D 281-31
Apparent Density	Wt. of 1 cu. in. (loosely packed) National Lead Co. Method
Fineness (325 Mesh)	ASTM D 185-37
Average Particle Size (microns)	Diameter of particles by surface mean
Water Soluble Chlorides	ASTM D 444-39—No. 10 modified on water soluble matter specification ASTM D 49-37—No. 10

Water Soluble Sulphates are less than 0.01 per cent in all types of red lead. (ASTM D 49-37—No. 13)

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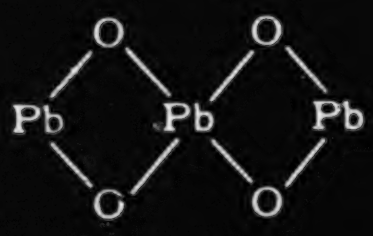
Respondent's Exhibit No. 189. 3093

CHAPTER II

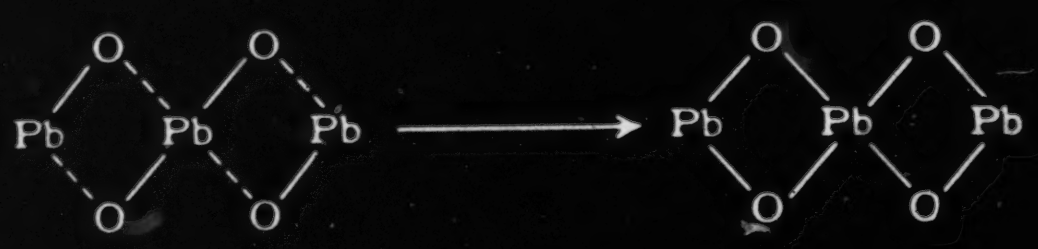
RED LEAD

Composition – Manufacture – Grades

PURE red lead is an oxide of lead, expressed by the chemical formula Pb_3O_4, and is the lead salt of ortho plumbic acid (plumbous ortho plumbate). This is the structural formula:



which is derived from the reaction:



$$PbO + PbO_2 + PbO \longrightarrow Pb_3O_4$$

Processes Involved

While the chemical reactions remain exactly the same as explained above there are two distinct processes generally employed for making red lead. In the more widely used method the metallic lead is heated in a furnace until converted to litharge. In the other process molten metallic lead is "atomized" by forcing it with

compressed air into the center of a gas flame. This immediately converts it into litharge as a fume which is collected in filter bags. Of course, in each case a furnace is used to convert the litharge to red lead.

There is no difference in the chemical composition or the specific gravity of the two red leads. Comparative properties of the two types and their various grades are listed in Table I on page 12 of this booklet.

Number of Grades

The usual commercial red lead used by the paint industry is of four variations designated as the 85%, 95%, 97% and 98% grades. This refers to the minimum true red lead (Pb_3O_4) content. The remainder is practically all litharge (PbO) since pure commercial red lead contains only a fraction of one per cent of other materials.

It is generally accepted that some litharge content is a desirable factor in red lead paint performance. This is probably due to its basic nature as well as its ability to form relatively insoluble lead soaps.

Red lead with a litharge content of as high as 15% is employed by some because it combines quickly with the vehicle due to the increased reactivity. The film obtained with such a paint also acquires "through" hardness more rapidly than one made with red lead with a higher Pb_3O_4 content. Because the 85% grade red lead combines with the vehicle faster, the paint should be applied the same day as mixed. In fact, such paints are generally mixed by adding the dry pigment to the vehicle on the job.

The 95%, 97% and 98% red leads make paint with good storage properties and for this reason are used almost exclusively for ready-mixed red lead paints. The 95% is generally used in mixed pigment paints and the higher percentages are preferred for straight red lead paints.

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CHAPTER III

Formulas and Specifications

RED lead is a part of most Federal Specifications for metal priming paints. It is also included in the Highway Department Specifications of all of the forty-eight states as well as in numerous railway and municipal recommendations. A typical selection has been made from these to include with the formulations in this booklet as a helpful reference. Paints produced in our laboratory according to the suggested formulas fully met our standards of quality and performance and also the requirements of the particular specifications indicated.

It is well recognized that the drawing up of a paint specification is dependent upon such factors as cost, drying time, availability of materials, conditions of exposure, pigment and vehicle compatibility and others. In consequence, it is impossible to set down hard and fast rules. This is why we include this chapter only as a suggestion of what has been done and what can be done with red lead as part of the formulation.

We have much data available from long experience with the paint makers' and users' problems. For those with specific requirements we recommend that they utilize the facilities of the National Lead Company Research Laboratories through one of the branch offices listed in this booklet.

6061

Red Lead—Linseed Oil Paints

Dry and Paste Red Lead

Federal Specification TT-R-191a (Dated July 5, 1938)

This specification covers two types of red lead: **Type I, Dry** and **Type II, Paste** in Oil.

There are three commonly used grades of **Dry Red Lead**: **Grade A**, 85%; **Grade B**, 95%; and Grade C, 97%.

There are two grades of **Paste Red Lead**: **Grade B** containing 95% red lead and **Grade C** containing 97% red lead. The composition requirements of pastes made from either grade are:

Pigment	92–94%
Linseed Oil	6– 8%

Federal Test Formula TT-R-191a:

The Federal Specification for **Red Lead TT-R-191a** contains formulas for test paints made from either dry or paste red lead, which are frequently used as specifications.

TT-R-191a Dry Red Lead Formula

Dry Red Lead	20 lbs.		100 lbs.
Raw Linseed Oil	5 pts.		3⅛ gal.
Turpentine	2 gills	OR	2½ pts.
Drier	2 gills		2½ pts.
Approximate Yield	1 gal.		5 gal.

TT-R-191a Paste Red Lead Formula

Paste Red Lead (7.5% Oil)	20 lbs.		100 lbs.
Raw Linseed Oil	3 pts.		1⅞ gal.
Turpentine	2 gills	OR	2½ pts.
Drier	2 gills		2½ pts.
Approximate Yield	15/16 gal.		4¾ gal.

Federal Paint Test Formula TT-R-191a:

On a percentage and batch weight basis the two preceding formulas are represented by a single formula, which is as follows:

	Formula	Per Cent	Pounds	Gallons
PIGMENT	RED LEAD	100.0	1960	26.5
VEHICLE	Raw Linseed Oil	84.1	475	61.3
	Turpentine	7.8	44	6.1
	Liquid Drier, Federal Spec. TT-D-651a, Type I	8.1	46	6.1
			2525	100.0

Pigment	77.6%
Vehicle	22.4%
Wt Gal	25.25 lbs.
PV	30.3

Red Lead Content per Gallon of Paint 19.6 lbs.
Linseed Oil Content per Gallon of Paint 4.75 lbs.

To keep the red lead in loose suspension the addition of up to 0.3% of Aluminum Stearate by weight of pigment is recommended.

Red Lead Base: Linseed Oil, Ready-Mixed Paint
Federal Specification TT-P-86 (Dated September 9, 1939)

	Formula	Per Cent	Pounds	Gallons
PIGMENT	RED LEAD, 97% grade*	100.0	1957	26.4
VEHICLE	Raw Linseed Oil	94.3	536	69.1
	Petroleum Spirits and Drier†	5.7	32	4.5
			2525	100.0

Pigment	77.5%
Vehicle	22.5%
Wt Gal	25.25 lbs. (25.0 lbs. Specified Minimum)
PV	27.6

Red Lead Content per Gallon of Paint 19.5 lbs.
Linseed Oil Content per Gallon of Paint 5.3 lbs.

TT-P-86 Dry Red Lead Mixing Formula

Dry Red Lead (97% grade)	100 lbs.
Raw Linseed Oil	3½ gals.
Turpentine or Petroleum Spirits	1 pt.
Liquid Drier (TT-D-651a, Type I)	1 pt.
Approximate Yield	4¼ gals.

TT-P-86 Paste Red Lead Mixing Formula

Paste Red Lead (7.5% Oil)	100 lbs.
Raw Linseed Oil	2¼ gals.
Turpentine or Petroleum Spirits	1 pt.
Liquid Drier (TT-D-651a, Type I)	1 pt.
Approximate Yield	4¼ gals.

*To keep the red lead in loose suspension the addition of up to 0.3% of Aluminum Stearate by weight of pigment is recommended.
†Drier: 0.3% Lead, 0.02% Manganese and 0.01% Cobalt based on oil content.

Red Lead Base: Linseed Oil, Ready-Mixed Paint
Federal Specification TT-P-86, Amendment No. 1 (Dated September 1, 1943)

	Formula	Per Cent	Pounds	Gallons
PIGMENT	RED LEAD, 97% grade	99.7	1876.0	25.4
	Aluminum Stearate	0.3	5.6	.6
VEHICLE	Linseed Replacement Oil	100.0	544.0	74.0
			2425.6	100.0

Pigment	77.6%
Vehicle	22.4%
Wt Gal	24.25 lbs. (24.0 lbs. Specified Minimum)
PV	36.5

Red Lead Content per Gallon of Paint 18.8 lbs.
Linseed Oil Content per Gallon of Paint 3.6 lbs.
3.75 lbs. (Maximum)

Per Cent Volatile in Vehicle 35.0

Consistency at 25° C. ± 0.25°, 175 grams (77 K.U.) to 300 grams (95 K.U.)
Stormer Viscosimeter (Paddle Type Rotor)

TT-P-86, Amendment No. 1, Dry Red Lead Mixing Formula:

Dry Red Lead (97% grade)	100 lbs.
Linseed Replacement Oil (TT-O-371)	4 gals.
Approximate Yield	5⅜ gals.

TT-P-86, Amendment No. 1, Paste Red Lead Mixing Formula:

Paste Red Lead (7.5% Oil)	100 lbs.
Linseed Replacement Oil (TT-O-371)	2 to 2⅜ gals.
Turpentine or Petroleum Spirits	2 to 3 pts.
Yield	4½ to 5 gals.

*The specification states that good results have been obtained with a vehicle containing 39% raw or alkali refined linseed oil, 26% pale heat bodied linseed oil (Z2), and 35% thinner and drier. To avoid afterbodying with basic pigments, manufacturers are cautioned to use linseed replacement oil having a low acid value (not over 8 based on total solids) and that the bodied linseed oil used should be one processed at low temperature. The complete extracted vehicle should meet the requirements of Federal Specification TT-O-371, Type I, dated May 1, 1943 Linseed Replacement Oil, except that the requirements for appearance, color and viscosity shall be waived.

Red Lead, Ready-Mixed Paint
American Association of State Highway Officials' Specification M72-42 (Dated 1942)

	Formula	Per Cent	Pounds	Gallons
PIGMENT	DRY RED LEAD, 95% grade	100	1962	26.6
VEHICLE	Mixture of Raw (M125-42) and Boiled (M126-42) Linseed Oils*	100	569	73.4
			2531	100.0

Pigment 77.5% (77-80% Specified)
Vehicle 22.5%
Wt Gal 25.3 lbs.
PV 26.5

Red Lead Content per Gallon of Paint = 19.6 lbs.
Linseed Oil Content per Gallon of Paint = 5.69 lbs.

*Specification states Boiled Linseed Oil may constitute up to 50% of total Oil Content

Red Lead (Dry and Paste in Oil) and Paint Made Therefrom
American Association of State Highway Officials' Specification M71-42 (Dated 1942)

Paint made according to the mixing formulas given previously under Federal Specification TT-R-191a (Test Formulas) will meet the requirements of this specification.

Note: The raw linseed oil called for may be replaced with boiled linseed oil to the extent of 50 per cent of the total oil content.

Red Lead-Linseed Oil Paint for Structural Metal—Heavy Weight

	Formula	Per Cent	Pounds	Gallons
PIGMENT	DRY RED LEAD, 97% grade	100.0	2281.0	30.8
VEHICLE	Raw Linseed Oil	94.8	507.0	65.4
	Thinner and Drier*	5.2	28.0	3.8
			2816.0	100.0

Pigment 81.0%
Vehicle 19.0%
Wt Gal 28.1 lbs.
PV 32.0

Dry Red Lead Content per Gallon of Paint 22.8 lbs.
Linseed Oil Content per Gallon of Paint 5.06 lbs.

0.3% Lead, 0.02% Manganese and 0.01% Cobalt based on oil content

Red Lead-Linseed Oil Paint—Light Weight

	Formula	Per Cent	Pounds	Gallons
PIGMENT	DRY RED LEAD, 97% grade, Fume Type	99.6	1384.0	18.7
	Aluminum Stearate	4	5.5	7
VEHICLE	Raw Linseed Oil	39.2	233.7	30.1
	Pale Heat Bodied Linseed Oil (Z2)	20.8	123.6	15.4
	Thinner and Drier	40.0	238.0	35.1
			1984.8	100.0

Pigment 70.0%
Vehicle 30.0%
Wt Gal 19.8 lbs.
PV 30.0

Dry Red Lead Content per Gallon of Paint 13.8 lbs.
Linseed Oil Content per Gallon of Paint 3.57 lbs.

0.3% Lead, 0.02% Manganese and 0.01% Cobalt based on oil content

6066-1

Red Lead—Mixed Pigment—Linseed Oil Paints

Red Lead and Oil, Ready-Mixed Primer

U. S. Maritime Commission Specification No. 52MC20 (Dated April 12, 1943)

	Formula	Per Cent	Pounds	Gallons
PIGMENT	DRY RED LEAD, 97% grade	96.1	1826	24.7
	Magnesium Silicate, 52MC11, Type I	3.6	68	2.9
	Aluminum Stearate	.3	5	.6
VEHICLE	Raw Linseed Oil	95.2	535	69.0
	Petroleum Spirits and Drier*	4.8	27	4.0
			Approximate Yield	101.2

Pigment	77.2%
Vehicle	22.8%
Wt Gal	24.3 lbs.
PV	29

Linseed Oil Content per Gallon of Paint 5.3 lbs.
Consistency 68-78 KU

*Drier: 0.3% Lead, 0.02% Manganese and 0.01% Cobalt based on oil content.

Red Lead Paint (Extended)

*Southern Railway System Specification No. 48A** (Dated September 22, 1939)

	Formula	Per Cent	Pounds	Gallons
PIGMENT	RED LEAD, 95% Min. Pb_3O_4	75	818	11.05
	Diatomaceous Silica	10	109	5.68
	Magnesium Silicate	15	163	6.85
VEHICLE	Raw Linseed Oil	82	468	60.39
	Thinner and Drier**	18	102	15.69
			1660	99.66

Pigment	65.6%
Vehicle	34.4%
Wt Gal	16.6 lbs.
PV	28.0

Linseed Oil Content per Gallon of Paint 4.68 lbs.

Consistency at 77° F, 60-75 KU for spray and 85-100 KU for brush (Stormer Viscosimeter—Fork Type)

*This specification is inactive for the duration. It has been replaced by Specification No. 48B (see page 20) which complies with War Production Board linseed oil limitation order .1-332.

**Drier: 0.3% Lead, 0.02% Manganese and 0.01% Cobalt based on oil content.

Red Lead Paint (Extended)

Southern Railway System Specification No. 48B (Dated September 28, 1943)

	Formula	Per Cent	Pounds	Gallons
PIGMENT*	RED LEAD, 95% grade	75.0	738.5	9.98
	Diatomaceous Silica	10.0	98.5	5.13
	Magnesium Silicate	15.0	147.7	6.21
VEHICLE	Linseed Oil	65.0	375.9	48.12
	Thinner and Drier**	35.0	202.4	30.56
			1563.0	100.00

Pigment 63%
Vehicle 37%
Wt/Gal 15.6 lbs.
PV 30.7

Consistency: 105-165 grams for spray and 221-350 grams for brush by ASTM Method D-562-42-T.

Note: In general a vehicle meeting the requirements described for Federal Specification TT-P-86, Amendment I, September 1, 1943, will also meet the requirements called for in this specification. (See footnote, page 17 of this booklet.)

*The addition of Aluminum Stearate up to 0.3% by weight of pigment is suggested to maintain suspension of the pigment in the vehicle.

**Drier: 0.3% Lead, 0.02% Manganese, 0.01% Cobalt based on oil content.

Exterior Primer for New and Rebuilt Steel Freight Cars

Chicago & Northwestern Railway Company

Specification Standard Paint No. 2

	Formula	Per Cent	Pounds	Gallons
PIGMENT	RED LEAD, 95% grade	45	339	4.6
	Zinc Chromate	16	121	4.2
	Iron Oxide, 70% Fe_2O_3	16	121	3.3
	Magnesium Silicate	23	173	7.3
VEHICLE	Heat Treated Oils	60	256	45.2
	Japan Driers	8	47	6.2
	Mineral Spirits	32	190	29.2
			1347	100.0

Pigment 56.0%
Vehicle 44.0%
Wt/Gal 13.47 lbs.
PV 30

Linseed Oil Content per Gallon of Paint 3.56 lbs.
Consistency: 190 grams (ASTM Method D-562-42-T)

Red Lead-Mixed Pigment Linseed Oil Metal Paint Primer

	Formula	Per Cent	Pounds	Gallons
PIGMENT	RED LEAD, 95% grade	45.0	529	7.1
	Iron Oxide, 76% Fe_2O_3	27.0	317	9.0
	Magnesium Silicate	27.7	326	13.7
	Aluminum Stearate	.3	3	.4
VEHICLE	Raw Linseed Oil	58.4	301	38.8
	Heat Bodied Linseed Oil, Z2	8.3	42.7	5.3
	Thinner and Drier*	33.3	171.3	25.7
			1690.0	100.0

Pigment 69.5%
Vehicle 30.5%
Wt/Gal 16.9 lbs.
PV 40

Linseed Oil Content per Gallon of Paint 3.43 lbs.
Consistency: 190 grams (ASTM Method D 562-42T)

*Drier: 0.3% Lead, 0.02% Manganese, 0.02% Cobalt based on oil content.

60066

Red Lead—Varnish—Linseed Oil Paints

Red Lead-Varnish Linseed Oil General Purpose Primer

	Formula	Per Cent	Pounds	Gallons
PIGMENT	RED LEAD, 97% grade: ½ Fume, ½ Regular Types	99.6	1570	21.2
	Aluminum Stearate	.4	6	.7
VEHICLE	Raw Linseed Oil	6.0	35	4.5
	Pale Heat Bodied Linseed Oil Y Viscosity: Acid No. 8 Max	27.0	157	19.7
	Spar Varnish	42.0	245	32.6
	Thinner and Drier	25.0	145	21.3
			2158	100.0

Pigment	73.0%
Vehicle	27.0%
Wt Gal	21.6 lbs.
PV	36.2

Linseed Oil Content (Free and Combined) per Gallon of Paint 2.67 lbs.
Per Cent Volatile in Vehicle by Weight, 45.2%
Consistency: 190 grams (ASTM Method D 562-42T)

Varnish used should comply with Federal Specification TT-V-121a dated May 7, 1935, or with E-TT-V-121a dated February 10, 1943, and should be so processed that it will be compatible with red lead.
**Drier: 0.5% Lead and 0.05% Cobalt based on oil content.

Red Lead—Mixed Pigment—Linseed Oil—Varnish Paints

Red Lead-Iron Oxide Primer

Corps of Engineers Specification T-1601 (Dated September 14, 1942)

	Formula	Per Cent	Pounds	Gallons
PIGMENT	RED LEAD, 95% Pb_3O_4	75.0	1345	18.2
	Iron Oxide, 75% Fe_2O_3	25.0	448	12.4
VEHICLE	Alkyd Resin Solution: (50% Solids) 34% phthalic anhydride on non-volatile	32.0	167	21.9
	Raw Linseed Oil	50.0	260	33.6
	Thinner and Drier*	18.0	94	13.9
			2314	100.0

Pigment	77.5% (77.0% Minimum Specified)
Vehicle	22.5%
Wt/Gal	23.1 lbs.
PV	41.8

Per Cent Volatile in Vehicle by Weight = 34.0%
Glyceryl Phthalate on Nonvolatile Vehicle = 11.0% (10.5% Minimum Specified)
Consistency: 190 grams (ASTM Method D 562-42T)

*Drier: 0.3% Lead, 0.02% Cobalt based on oil content.

6067

U. S. Maritime Commission Specification 52MC18 (Dated March 2, 1943)

	Formula	Per Cent	Pounds	Gallons
PIGMENT	RED LEAD, 97% grade	71.8	818	11.0
	Basic Carbonate White Lead	7.5	86	1.5
	Indian Red (Federal Spec. TT-I-511, Type 1)	4.4	50	1.2
	Magnesium Silicate, 52MC11	16.3	186	7.8
VEHICLE	Raw Linseed Oil	27.4	160	20.6
	Pale Heat Bodied Linseed Oil (4.0-5.0 poises)	21.8	127	16.0
	Spar Varnish (52MC7)	36.1	211	27.8
	Thinner (52T9, Grade 1), and Drier*	14.7	86	14.1
			1724	100.0

Pigment = 66.1%
Vehicle = 33.9%
Wt/Gal = 17.3 lbs.
PV = 30

Per Cent Volatile in Vehicle by Weight = 30.94
Consistency: 70-85 KU

*Drier: 0.2% Lead, .02% Manganese, .005% Cobalt based on oil content.

Red Lead-Mixed Pigment General Purpose Primer

	Formula	Per Cent	Pounds	Gallons
PIGMENT	RED LEAD, 97% grade	70.0	872	11.8
	Zinc Oxide	10.0	125	2.7
	Iron Oxide, 78% Fe_2O_3	10.0	125	2.9
	Magnesium Silicate	7.0	87	3.7
	Diatomaceous Silica	3.0	37	1.9
VEHICLE	Raw Linseed Oil	61.0	358	46.1
	Bodied Linseed Oil, Z2	6.7	39	4.9
	Spar Varnish (TT-V-121a)	23.2	136	18.1
	Thinner and Drier*	9.1	53	7.9
			1832	100.0

Pigment = 68.0%
Vehicle = 32.0%
Wt/Gal = 18.3 lbs.
PV = 28.0

Per Cent Volatile in Vehicle = 19.8
Consistency: 221 grams (ASTM Method D 562-42T)

*Drier: 0.11% Lead, .014% Manganese, .001% Cobalt on nonvolatile vehicle.

6068

Red Lead-Zinc Chromate-Phenolic Varnish Primer for Underwater Exposure

Tennessee Valley Authority Specification C-44 (Dated May 6, 1938)

	Formula	Per Cent	Pounds	Gallons
Pigment	Dry Red Lead, 97% grade, contained in paste red lead which is specified	82.7	973	13.2
	Zinc Chromate	8.4	99	3.4
	Diatomaceous Silica	8.9	105	5.5
Vehicle	Raw Linseed Oil Carried in Paste Red Lead	13.3	79	10.2
	Phenolic Resin Varnish*	84.0	500	65.7
	Pine Oil, Navy Dept. Bur. Ships Spec. 52-0-12	2.7	16	2.0
			1772	100.0

Drier: 0.2% Lead, 0.02% Manganese, 0.01% Cobalt based on total oil content

Pigment = 66.4%
Vehicle = 33.6%
Wt/Gal = 17.7 lbs.
PV = 34.7

Per Cent Volatile in Vehicle by Weight = 40.56
Consistency: 190 grams (ASTM Method D 562-42T)

*100% phenol formaldehyde condensate resin, 25 gallon, 100% Chinawood Oil, 55% nonvolatile.

Red Lead-Iron Oxide Structural Steel Primer

	Formula	Per Cent	Pounds	Gallons
Pigment	Read Lead, 97% grade	75.0	1001	13.5
	Iron Oxide, 78% Fe_2O_3	24.8	331	9.1
	Aluminum Stearate	.2	2.6	.3
Vehicle	Raw Linseed Oil	57.0	326	42.1
	Spar Varnish*	25.0	143	19.1
	Thinner and Drier**	18.0	93	15.9
			1906.6	100.0

Pigment = 70.0%
Vehicle = 30.0%
Wt/Gal = 19.0 lbs.
PV = 31

Per Cent Volatile in Vehicle 29.0

*Phenolic-Chinawood or Oxidizing type Alkyd or combination of two or varnish meeting the requirements of Federal Specification TT-V-121a.

**Drier: 0.3% Lead, 0.2% Manganese and 0.005% Cobalt based on oil content.

Red Lead—Varnish Paints

Quick-Drying (Synthetic) Red Lead

U. S. Maritime Commission Specification MC 52-A-1 Class XXII

(Dated June 6, 1939)

	Formula	Per Cent	Pounds	Gallons
PIGMENT	RED LEAD, 97% grade	99.6	1312	17.7
	Aluminum Stearate	0.3	4	.5
VEHICLE	Alkyd Oxidizing Type Resin (Mineral Spirits Solution 50% Solids), containing a minimum of 34% Phthalic Anhydride in solids	80.0	487	63.2
	Plasticizer	0.1	1.5	.2
	Additional Mineral Spirits	20.0	121	18.4
			1925.5	100.0

Drier: 0.03% Cobalt based on vehicle solids
Antiskinning agent : 0.1 lb. per 100 gallons paint

Pigment	68.3%
Vehicle	31.7%
Wt Gal	19.25 lbs.
PV	41.0

Phthalic Anhydride on total vehicle 13.6% (13.0% minimum specified)
Consistency: 160 grams (ASTM Method D 562-42T)

When approved by the Maritime Commission limited amounts of suspending agents, antiskinning agents, etc., may be included to meet the full requirements of the specification See specification for detailed vehicle information.

Glyceryl Phthalate, Exterior, Marine, Red Lead Paint

U. S. Treasury Department Specification No. 358 (Dated July 8, 1939)

	Formula	Per Cent	Pounds	Gallons
PIGMENT	RED LEAD, 95% grade	100.0	1325	17.9
VEHICLE	Alkyd Oxidizing Type Resin (Mineral Spirits Solution 70% Solids), containing a minimum of 27% Phthalic Anhydride in solids	78.5	498	61.5
	Additional Petroleum Thinner	21.5	137	20.6
			1960	100.0

Drier: 0.2% Lead and 0.01% Cobalt on vehicle solids
Antiskinning Agent: 0.1 lb. per 100 gallons of paint

Pigment	67.5%
Vehicle	32.5%
Wt Gal	19.6 lbs.
PV	31.0

Consistency: 165 grams (ASTM Method D 562-42T)

Red Lead—Mixed Pigment—Varnish Paints

Quick-Drying (Synthetic) Red Lead Primer

U. S. Maritime Commission Specification 52MC23 (Dated August 28, 1943)

	Formula	Per Cent	Pounds	Gallons
PIGMENT	RED LEAD, 97% grade	87.0	1165	15.7
	Magnesium Silicate	9.0	120	5.0
	Diatomaceous Silica	4.0	54	3.2
VEHICLE	Alkyd Oxidizing Type Resin (Mineral Spirits Solution, 70% Solids), containing a minimum of 23% Phthalic Anhydride in Solids (52MC21)	57.3	324	40.5
	Raw Linseed Oil	7.8	44	5.7
	Aromatic Petroleum Spirits or Dipentene*	5.1	29	4.1
	Petroleum Spirits (52T9) and Drier**	29.8	168	25.4
			1904	99.6

Pigment	70.3%
Vehicle	29.7%
Wt Gal	19.8 lbs.
PV	44.0

Per Cent Volatile in Vehicle by Weight 52
Consistency: 68-78 KU

*Dipentene (52D8 INT) may be substituted for all or part of the Aromatic Petroleum Spirits.
**Drier: 0.2% Lead, 0.01% Cobalt based on vehicle solids.

Red Lead Fast Dry Primer for Surfaces Exposed to Fresh Water and Other General Priming Purposes

	Formula	Per Cent	Pounds	Gallons
PIGMENT	RED LEAD, 97% Fume	91.7	1150	15.54
	Diatomaceous Silica	8.0	100	5.21
	Aluminum Stearate	0.3	4	.48
VEHICLE	Phenolic Resin Varnish	94.8	558	74.40
	Thinner and Drier	5.2	31	4.77
			1843	100.4

Pigment	68%
Vehicle	32%
Wt Gal	18.4 lbs.
PV	35.3

Per Cent Volatile in Vehicle by Weight 45
Consistency: 190 grams (ASTM Method D 562-42T)

*100% phenol formaldehyde condensate resin, 25 gallon, 100% Chinawood oil (58% solids).
**Drier: 0.2% Lead, 0.02% Manganese, 0.005% Cobalt based on oil content.

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TRADE MARK
REG U S PAT OFF

NATIONAL LEAD COMPANY

111 Broadway, New York 6 • 116 Oak Street, Buffalo 3 • 900 West 18th Street, Chicago 80 • 659 Freeman Avenue, Cincinnati 3 • 1213 West Third Street, Cleveland 13 • 722 Chestnut Street, St. Louis 1 • 2240-24th Street, San Francisco 10 • National-Boston Lead Co., 800 Albany Street, Boston 6 • National Lead & Oil Co. of Penna., 1376 River Ave., Pittsburgh 30 • John T. Lewis & Bros. Co., Widener Building, Philadelphia 7

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RES. 197-A

FEDERAL TRADE COMMISSION
OCT 11 1938
TRADE PRACTICE DEPT.

SHERWIN-WILLIAMS

(SUGGESTED)

RESALE PRICES

WHITE LEAD and ZILO

SEPTEMBER 26, 1938

PRICE PER POUND	100 lb. Kegs	50 lb. Kegs	25 lb. Kegs	12½ lb. Pails	5 lb. Cans	1 lb. Cans
CONSUMERS PRICE	11¢	12	12¢	12¼	14¢	16¢
PAINTERS PRICE	10¢	11	11¢	11¼	13¢	15¢

*NOTE—1 and 5 pound cans available White Lead in Oil (heavy paste) only.

The above prices should be advanced 1 cent when deliveries are received from the following points—

Des Moines Ia.
Duluth, Minn.
Minneapolis, Minn.

THE SHERWIN-WILLIAMS CO.

CHICAGO, ILL.

FEDERAL TRADE COMMISSION
COMMISSION'S EXHIBIT No. 197-A
DOCKET
MATTER OF
REPORTER: FEDERAL REPORTING CO.

SHERWIN-WILLIAMS

CHICAGO, ILL. SEPTEMBER 26, 1938

NET PRICES FOR AUTHORIZED DEALERS ONLY

Subject to change without notice

O D P WHITE LAED IN OIL AND ZILO

PRICE PER HUNDRED POUNDS					
100 lb. Kegs	50 lb. Kegs	25 lb. Pails	12½ lb. Pails	5 lb. Cans	1 lb. Cans
$8.50	$8.75	$9.00	$9.25	$10.50	$12.00

TERMS

On White Lead, Zilo and other lead products, sixty days net or 2 per cent discount if paid within ten days from date of invoice

SHIPPING POINTS

The prices printed on this card are f. o. b.
Chicago, Ill.
Milwaukee, Wis.
Indianapolis, Ind.

The following differentials will be added to all prices shown above on deliveries from S-W branches named below. should be added to resale prices shown on opposite page.

Des Moines, Ia. .....1c per lb.
Duluth, Minn. .....1c per lb.
Minneapolis, Minn.....1c per lb.

[redacted]

Res. 197-H

SHERWIN-WILLIAMS

(SUGGESTED)

RESALE PRICES

WHITE LEAD and ZILO

SEPTEMBER 26th, 1938

PRICE PER POUND	100 lb. KEGS	50 lb Kegs	25 lb Kegs	12½ lb Pails	5 lb Cans	1 lb Cans
CONSUMERS PRICE	11¾	12	12¼	12½	14¾	16¾
PAINTERS PRICE	10¾	11	11¼	11½	13¾	15¾

*NOTE—1 and 5 pound cans available White Lead in Oil heavy paste only.

FEDERAL TRADE COMMISSION
EXHIBIT No. 197-B

THE SHERWIN-WILLIAMS CO.
NEWARK, NEW JERSEY

SHERWIN-WILLIAMS

NEWARK, N. J. SEPT. 26th, 1938

NET PRICES FOR AUTHORIZED DEALERS ONLY

Subject to change without notice.

O D P WHITE LEAD IN OIL AND ZILO

PRICE PER HUNDRED POUNDS					
100 lb Kegs	50 lb. Kegs	25 lb. Kegs	12½ lb Pails	5 lb Cans	1 lb Cans
8.50	8 75	9.00	9.25	10.50	12.00

TERMS

On O D P White Lead in Oil and Zilo sixty days net or 2 per cent discount if paid within ten days from date of invoice.

IPPING POINTS

The prices printed on this card are f. o. b.
Newark, N. J. Albany, N. Y.
New Haven, Conn. Syracuse, N. Y.

[redacted]

Respondent's Exhibit No. 198. 3109

Res. 198-A

THE SHERWIN-WILLIAMS CO.

(SUGGESTED)

RESALE PRICES

WHITE LEAD and ZILO

SEPTEMBER 26, 1939

PRICE PER POUND	100 lb. Kegs	50 lb. Kegs	25 lb. Kegs	12½ lb. Pails	5 lb. Cans	1 lb. Cans
CONSUMERS PRICE	12¢	13	13¼	13½	15¢	17¢
PAINTERS PRICE	11¢	12	12¼	12½	14¢	16¢

*NOTE—1 and 5 pound cans available White Lead in Oil (heavy paste) only.

The above prices should be advanced 1 cent where deliveries are received from the following points—

Des Moines, Ia.
Duluth, Minn.
Minneapolis, Minn.

THE SHERWIN-WILLIAMS CO.

CHICAGO, ILL.

GENERAL TRADE SALES DEPT. OCT 9 1939

FEDERAL TRADE COMMISSION
Docket No. 5253 RESPONDENT Exhibit No. 198-A
IN THE MATTER OF National Lead Co.
DATE 10/15/47 WITNESS Barnes
FEDERAL REPORTING CO.

THE SHERWIN-WILLIAMS CO

CHICAGO, ILL. SEPTEMBER 26, 1939

NET PRICES FOR

AUTHORIZED DEALERS ONLY

Subject to change without notice

O D P WHITE LEAD IN OIL AND ZILO

PRICE PER HUNDRED POUNDS					
100 lb. Kegs	50 lb. Kegs	25 lb. Pails	12½ lb. Pails	5 lb. Cans	1 lb. Cans
$9.50	$9.75	$10.00	$10.25	$11.50	$13.00

TERMS

On White Lead, Zilo and other lead products, sixty days net or 2 per cent discount if paid within ten days from date of invoice

SHIPPING POINTS

The prices printed on this card are for delivery from
Chicago, Ill.
Indianapolis, Ind.

Add 1c per pound for delivery from
Minneapolis, Minn.
Duluth, Minn.

For delivery from other S-W branches not listed above 1c per pound is added to these prices.

[redacted]

Res. 198-H

SHERWIN-WILLIAMS

(SUGGESTED)

RESALE PRICES

WHITE LEAD and ZILO

SEPTEMBER 26th, 1939

PRICE PER POUND	100 lb. KEGS	50 lb KEGS	25 lb Kegs	12½ lb Pails	5 lb Cans	1 lb Cans
CONSUMERS PRICE	12¾	13	13¼	13½	15¾	17¾
PAINTERS PRICE	11¾	12	12¼	12½	14¾	16¾

*NOTE—1 and 5 pound cans available White Lead in Oil heavy paste only.

FEDERAL TRADE COMMISSION
Docket No. 5253 RESPONDENT Exhibit No. 198-H

THE SHERWIN-WILLIAMS CO.
NEWARK, NEW JERSEY

SHERWIN-WILLIAMS

NEWARK, N. J. SEPTEMBER 26th, 1939

NET PRICES FOR

AUTHORIZED DEALERS ONLY

Subject to change without notice.

O D P WHITE LEAD IN OIL AND ZILO

PRICE PER HUNDRED POUNDS					
100 lb Kegs	50 lb. Kegs	25 lb. Kegs	12½ lb Pails	5 lb Cans	1 lb Cans
9.50	9 75	10.00	10.25	11.50	13.00

TERMS

On O D P White Lead in Oil and Zilo sixty days net or 2 per cent discount if paid within ten days from date of invoice.

SHIPPING POINTS

The prices printed on this card are f. o. b.
Newark, N. J. Albany, N. Y.
New Havn, Conn. Syracuse, N. Y.

[redacted]

Code { A - Local City Delivery
B - Free delivery area for Stopping Point
C - Prepaid & Recovered on collect Freight

Southwestern (Kansas City Mo) Division

	Invoice No		Origin		Destination		Marking		Code
The Denver & Salt Lake Ry Co	D	4331	Denver	Colo	Utah Junct	Colo	Sob Denver		
Dept of Justice	T	4252	Chicago	Ill	Denver	Colo	Sob Denver Prepaid	Government	
St Louis Lumber Co	SL	4298	"		St Louis	Mo	Sob Chicago-Fort Ill	Part C with 4299 + 4300	
"	SL	4297	"		"	"	"		
U S Treas Dept	SL	4544	St Louis	Mo	St Louis	Mo		Government	A
Jensen Salsbery Lab Inc	T	5322	Kansas City	Mo	Kansas City	"			A
Consumers Co-op Assn	T	6656	Kansas City	Mo	No	"			A
U S Treas Dept	SL	5310	Chicago	Ill	St Louis	Mo	Prepaid	Government	
" "	SL	6452	St Louis	Mo	" "			Government-Bid	A
C R Franks State Procur Off	D	4539	Denver	Colo	Colo Spring	Colo	Sob Colo Spr	Government	
Guy H James	OC	3653	Okla City	Okla	Aylesworth	Okla	Sob OC		
State Board of Pub Aff	CC	3438	" "	"	Talihina	"	Sob Talihina-Prepaid	Government	
Bd of Ed City of St Louis	SL	5273	St Louis	Mo	St Louis	Mo	Sob St. Louis		
Western Paint Co	KC	7571	Kansas City	Mo	Pueblo	Colo	Sob Pueblo		
[illegible] Co	SL	6148	St Louis	Mo	St Louis	Mo	Sob St Louis		
[illegible] Nebr [illegible]	Omaha	16194	Omaha	Nebr	Omaha	Nebr	Sob Omaha	Government	
[illegible]	Omaha	15324	"		Sioux City	Iowa	Sob Omaha	Invoice shows Int ppd	
	Omaha	15712	Sioux City	Iowa	"	"	Sob Sioux City Caller		
[illegible] Mfg Co	SL	5397	St Louis	Mo	St Louis	Mo	Sob St Louis		
[illegible]	Omaha	4035	Omaha	Nebr	Omaha	Nebr	Sob Omaha		
[illegible] Board [illegible] Affairs	CC	614	Okla City	Okla	Talihina	Okla	Sob Talihina Prepaid	Government	
[illegible]	CC	3453	" "	"	Ruston		Sob-CC Prepaid		
[illegible]	CC	2705	"	"	Monahans	Tex	Prepaid	Frt Added face of invoice	
[illegible]	SL	2782	St Louis	Mo	St Louis	Mo	Sob St. Louis		
[illegible]	SL	5159	"	"	"	"	" " "	Government	
[illegible]	SL	5332	"	"	"	"	" " "		
	SL	5205	"	"	"	"	" " "		
[illegible] Co	SL	655[illegible]	"	"	"	"	" " "		

FEDERAL TRADE COMMISSION
Docket No. 5253 RESPONDENT Exhibit No. 205-A
IN THE MATTER OF National Lead Co
DATE 10/16/47 WITNESS H. C. Lemke
REPORTER FEDERAL REPORTING CO
BY W. J. Morse

6104
(1)

South Atlantic (Philadelphia) District

	Invoice No.	Origin	Destination	Marking	Code
[illegible]	P	4600 Phila	Pa.	McClymont Rd Sub Dist - Forest	
[illegible]	P	[illegible]	Phila	Pa	A
	P	7613	"	"	A
	P	4464	"	"	A
	P	4466	"	"	A
	P	[illegible]	"	"	A
	P	[illegible]	"	"	
	P	[illegible]	"	"	
	P	[illegible]	"	"

So. Pacific (Los Angeles, Calif) District

		Invoice No	Origin	Destination	Marking				Code
	California Ship Supply Co	LA 12685	Los Angeles Cal	San Pedro	Will Call				
	Ossler Paint + Glass Co	LA 13305	" " "	Miami Ariz					C
X	Phelps Dodge Mercantile Co	LA 11409	" " "	Douglas "	Frt Alld -	pt C/L	(LA 12129)		
	Airsearch Mfg Co	LA 11765	" " "	Los Angeles					A
	"	LA 12653	" "	" "					A
		LA 15239	" "	" "					A
		LA 14761	" "	" "					A
		LA 10772	" "	" "					A
	California Ship Supply Co	LA 10550	" "	San Pedro	Will Call				
X	S R Frazee Co	LA 14973	" "	San Diego	Sub San Diego	Frt Alld			
	Am Lead + Color Works	LA 12967	" "	Los Angeles					A
	F A Bradley Paint Co	LA 13007	" "	" "					A
	Am Lead + Color Works	LA 14282	" "	" "					A
X	Farmers Hdw + Paint Co	LA 7741	" "	Whittier	Frt Alld.	C/L	CF		
	Garrett Supply Co	LA 15242	" "	Los Angeles					A
	Eagles Hay + Grain Co	LA 14862	" "	" "					A
X	C S Stopley Co	LA 14433	" "	Phoenix Ariz	Frt Prepaid-Alld	C/L			
	Ossler Paint + Glass Co	Phx 2131	Phoenix Ariz	Miami "	Will Call				
X	Pomer Paint Store	LA 9068	Los Angeles	Tucson "	Frt Allowed	C/L			
X	"	LA 13050	" "	" "	Frt Prepaid - Sub	Tucson			
	John Suverkrup Lbr Co	LA 9493	" "	Riverside Cal					C
	Hellman Hdwe Co	LA 7681	" "	Los Angeles					A
	Neon Specialties Corp	LA 9642	" "	Las Vegas Nev					C
X	Carl Marx Paint Store	LA 9768	" "	Burbank Cal	Frt Allowed		Free Delivery Area		
	Garrett Supply Corp	LA 9897	" "	Los Angeles					A
	Leo F. Schrumpf	LA 13767	" "	San Gabriel					C
	Garrett Supply Corp.	LA 12650	" "	Los Angeles					A
	" "	LA 12571	" "	" "					A
	W W Clark	LA 11948	" "	" "					A
	Los Angeles Art Glass Co	Holly 99	Hollywood	Los Angeles	Pick up.				
	Robt Thomas Hdwe Variety Str.	LA 11044	Los Angeles	" "					A
	T J Brown	LA 10289	Los "	Hynes	Waiting				
	"	LA 10700	" "	"	"				
	Utility Trailer Mfg Co	LA 9584	" "	Los Angeles					A
	"	LA 11658	" "	" "					A
		LA 12984	" "	" "					A
		LA 13880	" "	" "					A
	John Suverkrump Lbr Co	LA 8986	" "	Redlands Cal.	Will Call				
	" " " "	LA 8980	" "	San Bernardino	" "				
	Mann Elsey Co	LA 9784	" "	Los Angeles					A
X	W W Scott Co	LA 11482	" "	Long Beach	Frt Allowed		Free Delivery Area		
	John Suverkrump Lbr Co	LA 12405	" "	Riverside					C
	McReynolds	LA 15215	" "	Ventura	Frt Allowed				
	US Electrical Motors Inc.	LA 13375	" "	Los Angeles					A
	Pacific Electric RR Co	LA 9954	" "	" "	Job Frt House				
	John Suverkrump Lbr Co	LA 14964	" "	Riverside					C
	Walton Hardware Co	LA 8702	" "	Arcadia					C

FEDERAL TRADE COMMISSION
Docket No. 5253 Exhibit No. 205-C
IN THE MATTER OF National Lead Co.
DATE 10/16/47 WITNESS H. C. Lemke
REPORTER: FEDERAL REPORTING CO.
BY W. L. Morse

So Pacific (Los Angeles [illegible]) [illegible]

		Invoice No	Origin	Destination	Marking		Code
Y	Al Larson Bast Co	LA	10465	Los Angeles	Terminal Is.	Prepaid	Free Delivery Area
X	" " "	LA	6878	" "	" "	"	" " "
	A T & S F R R Co	LA	2360	" "	San Bernadino		C
	Pacific Electric Ry Co	LA	10209	" "	Torrance		C
	S R Frazee Co	LA	11415	" "	San Diego	Frt Allowed C/L	
	" "	LA	13314	" "	" "	" " C/L	
X	" "	LA	15301	" "	" "	" "	
	Posner Paint Store	Phx	2094	Phoenix Ariz	Tucson Ariz	Prepay Frt Alld	
X	" "	LA	14091	Los Angeles	" "	" "	
	Switzers Hdwe	Phx	657	Phoenix Ariz	Flagstaff	Frt Allowed	
	O'Keefe & Merritt Co	LA	13382	Los Angeles	Los Angeles		A
X	Fellow & Stewart Inc	LA	13146	" "	Terminal Is	Prepaid	Free Delivery Area
	Grayson Heat Control Ltd	LA	13373	" "	Linwood	Will Call	
Y	Defense Plant Corp	LA	13674	" "	Gardenia	Prepaid Frt Alld	Government Free Delivery Area
X	No American Aviation Co Inc	LA	11330	" "	Inglewood	"	Free Delivery Area
	O'Keefe & Merritt Co	LA	10728	" "	Los Angeles		A
	" " " "	LA	11733	" "	" "		A
	" " " "	LA	13270	" "	" "		A
	" " " "	LA	14141	" "	" "		A
	Grayson Heat Control Ltd	LA	10720	" "	[illegible]ood	Will Call	
Y	No American Aviation Co Inc	LA	11133	" "	[illegible]d	Prepaid Frt Alld	Free Delivery Area
X	[illegible] Dept	LA	15267	" "	[illegible]ity Nev	Prepaid	Government
	[illegible] Trader Co [illegible] Calif	LA	13582	" "	[illegible]ngeles		A
	" " " "	LA	14111	" "	" "		A
	" " " "	LA	14345	" "	" "		A

FEDERAL TRADE COMMISSION
Docket No. 5253 ~~COMMISSION~~ RESPONDENT Exhibit No. 205 D
IN THE MATTER OF National Lead Co.
DATE 10/16/47 WITNESS H C Lemke
REPORTER: FEDERAL REPORTING CO.
BY D L Morse

6107

So. Pacific (Los Angeles Calif) District

		Invoice No.	Origin	Destination	Marking			Code
	B J. Garrett Hde Co	Phx 528	Phoenix	Phoenix				A
	Arizona Hdwe Co	Phx 562	"	"				A
	" " "	Phx 633	"	"				A
	Posner Paint Store	Phx 660	Phoenix Ariz	Tucson Ariz	Frt Allowed			
	O.S. Stapley Co	Phx 693	"	Phoenix				A
	Arizona Hdwe Co	Phx 745	"	"				A
	Posner Paint Store	Phx 495	Chicago	Tucson				
	" " "	LA 10859	Los Angeles	Tucson	Frt Allowed -	pt c/L CF on c/L		
X	Independent Lumber Co	LA 8371	" "	Hawthorne Cal	" "	Free Delivery Area		
	Robt. Thomas Hdwe + Variety	8440	" "	Los Angeles				A
	Live Hdwe Co	8640	" "	So Pasadena				B
	Skidmore Lumber Co	8745	" "	Downey	Waiting			
	Hellman Hdwe Co	LA 9550	" "	Los Angeles				A
	John Suverkrup Lbr Co	LA 9700	" "	" "				A
	Lacquer Distributors Inc	LA 10305	" "	" "				A
	Robt. Thomas Hdwe + Variety Store	LA 10211	" "	" "				A
	L.L. Pickering	LA 12604	" "	Reseda		Free delivery Area		
X	T.J. Brown	LA 13020	" "	Hynes	Frt Allowed	Free delivery Area		
	Airsupply Co	LA 8365	" "	Los Angeles				A
	The Garrett Supply Co	LA 8632	" "	" "				A
	" " " "	LA 6908	" "	" "				A
	" " " "	LA 13651	" "	" "				A
X	Johnson Paint + Wallpaper Corp	LA 7687	" "	Inglewood	Frt Allowed	Free Delivery Area		
X	Wilmington Hdwe Co	LA 8653	" "	Wilmington	" "	" " "		
	John Suverkrup Lbr Co	LA 13214	" "	Riverside				C
	Utility Trailer Mfg Co	LA 12928	" "	Los Angeles				A
X	S R Frazee Co	LA 7262	" "	San Diego	Frt Allowed +	pt c/L		
	"	LA 9573	" "	" "	Frt Allowed			
	Fairbanks Morse Co	LA 9636	" "	Los Angeles				A
	O'Keefe + Merritt Co	LA 10554	" "	" "				A
	California Ink Co Inc	LA 12703	" "	" "				A
	Gay Engineering Corp	LA 13238	" "	" "				A

FEDERAL TRADE COMMISSION
Docket No. 5753 COMMISSION RESPONDENT Exhibit No. 205-E
IN THE MATTER OF National Lead Co.
DATE 10/16/47 WITNESS H. E. Lemke
REPORTER: FEDERAL REPORTING CO.
BY W. L. Morse

6108

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No. Atlantic (Newark, N.J.) District

		Invoice No.		Origin	Destination	Marking		Code
	Crocker Co	B	12125	Boston	Boston	Sub Boston Frt Alld		Free Delivery Area
	" "	B	14190	"	"	" " " "		" " "
	" "	B	13247	"	"	" " " "		" " "
	" "	B	13303	"	"	" " " "		" " "
	" "	B	15121	"	"	" " " "		" " "
	" "	B	10146	"	"	" " " "		" " "
	" "	B	10388	"	"	" " " "		" " "
	" "	B	10250	"	"	" " " "		" " "
	" "	B	10839	"	"	" " PPD		" " "
	" "	B	10930	"	"	" " "		" " "
	" "	B	11133	"	"	" " Frt Alld		" " "
X	G. P. Barney	A	4111	Newark	Adams NY	Prepaid	C/L	
X	Henry R. Bollinger	N	24769	"	Cornwall-on-Hudson	PPD		
X	" " "	N	25900	"	Newburgh Hudson	Prepaid PPD	pt C/L with 25898-99-01-02-03	
X	" " "	N	25599	"	"	"	" " " 900-01-02-03	
X	" " "	N	24768	"	Cornwall-on-Hudson	PPD	cross with N 24769	
X	" " "	N	25895	"	Poughkeepsie	PPD	pt C/L with 25899-900-01-02-03	
X	" " "	N	25897	"	"	"	" " 25898 et seq	
X	Griffin Lumber Co	N	4030	"	Hudson Falls NY	Prepaid	} Shipped same time	
X	" " "	N	4012	"	" " "	"		
	A Mason & Sons Inc	A	5112	Albany	Plattsburg	Sub Whse		
X	Mohawk Wallpaper Pt Co	S	3136	Syracuse	Utica	Prepaid		
X	Northern Hardware Co	A	4625	Newark	Malone	Prepaid	} C/L - Shipped together	
X	" " "	A	4649	"	Malone	Prepaid		
	Pelton Hardware	N	25714	"	Middletown	Frt Allowed		
X	B.F. Raichle	S	3233	Syracuse	Oswego	Prepaid		
	" " "	S	3260	"	"	FOB Syracuse		
	Henry Walker	N	7948	Newark	Bronx	Fob Dest		
	" "	N	7966	"	New York	Fob Dest		
X	G. P. Barney	N	43996	Syracuse	Watertown	Sub Syracuse - ½ Alld		
X	" " "	N	44126	Newark	"	Sub Newark 50% "		
X	" " "	N	44122	"	Pine Camp NY	Prepaid		
X	" " "	N	44228	Syracuse	Watertown	Sub Syracuse - 50% Alld		
X	" " "	S	44312	"	"	" "		
	" " "	N	16380	Newark	"		} pt C/L "	
	" " "	N	16376	"	"		"	
	" " "	N	17498	"	"		"	- CF from 16380
X	Bellingham Hdwe Co	B	13250	Boston	Weymouth Mass	Sub Boston Frt Alld		
X	Henry R. Bollinger	N	8908	Newark	Newburgh	Fob Dest	C/L	} Shipped together
X	" " "	A	11574	"	"	Prepaid	C/L	
X	" " "	A	11645	"	Poughkeepsie	"	C/L	} Shipped together
X	" " "	A	11605	"	"	"	C/L	
	" " "	NY	510	"	Hudson	Sub Dest		
X	" " "	NY	521	"	Newburgh	" "		
X	" " "	NY	509	"	Poughkeepsie	" "		
X	" " "	N	35109	"	"	Sub "	C/L	
	The Pratt Store	Scr	573	Scranton Pa	Honesdale Pa			Invoice Missing
X	" " "	N	9567	Newark	"	PPD		

FEDERAL TRADE COMMISSION
Docket No. 5263 Exhibit No. 205 F
IN THE MATTER OF National Lead Co
DATE 10/16/47 WITNESS H. C. Lemke
REPORTER FEDERAL REPORTING CO.
BY [illegible]

6109

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Respondent's Exhibit No. 205.

3115

North Atlantic (Newark, N.J) District

		Invoice No	Origin	Destination	Marking			Code
	B.F Raichle	S 44132	Syracuse	Oswego			Invoice Missing	
	" "	S 44282	"	"	Will Call			
	E.L. Durkee + Co	A 11965	Albany	Gloversville NY	Sub Whse			
	A.L. Mason + Sons	A 11933	"	Peru "	" "			
X	Pelton Hdwe Co	N 10620	Newark	Middletown NY	Prepaid - 200# or over			
X	" " "	N 9269	"	" "	Fet Alldn " "			
X	" " "	N 26649	"	" "	" " - " "			
X	Hunterdon County Pt Store	N 9555	"	Flemington NJ	Sub Dest			
	J.R Shults	N 14939	"	Kingston NY		Shipped Together		
X	" " "	N 14936	"	" "	Sub Dest			
	" " "	N 149[illegible]	"	"				
	" " "	A 11020	"	"	Sub-Whse			
	" " "	A 12004	"	Stamford Conn	" "			
X	Northern Hdwe Co	N 37153	"	Malone NY	Sub-Dest	C/L		
X	Griffin Lumber Co	N 38336	"	Hudson Falls "	" "			
X	" " "	N 15516	"	" " "	" "	C/L - Shipped together		
X	" " "	N 15517	"	" " "	" "			
	" " "	A 11645	Albany NY	" " "	Sub Whse			
	" " "	A 11569	" "	" " "	" "			
	" " "	A 11426	" "	" " "	" "			
	" " "	A 11294	" "	" " "	" "			

FEDERAL TRADE COMMISSION
Docket No. 5253 Respondent Exhibit No. 205-G
IN THE MATTER OF National Lead Co
DATE 10/16/47 WITH SS H. E. Lembe
REPORTER: FEDERAL REPORTING CO.
BY W. L. Moore

6110

Central P...

	Invoice No	Origin	Destination	Marking	
[illegible]	O	40013	Oakland	Pittsburg	
[illegible]	O	44555	"	Dunsmuir	
[illegible]	O	39682	"	Oakland	
[illegible]	O	42562	"	Piedmont	Sub Piedmont Government SW truck
[illegible] Paint Store	O	[illegible]	"	San Francisco	Free Delivery Area
[illegible] Hardware Co	O	44[illegible]65	"	" "	" " "
[illegible] Hardware Co	O	42500	"	" "	" " "
[illegible]	O	43752	"	Oakland	
[illegible] Co	O	41952	"	Hereid	C
[illegible]	O	35873	"	Madera	C
[illegible] Co	O	39795	"	Daly City	Free Delivery Area
[illegible] Co	O	35322	"	Emeryville	" " "
Burlingame Hdw Co	O	46019	"	Burlingame	Frt Prepaid
Monterey Hardware Co	O	40413	"	Monterey	C
Booth [illegible]	Sac	12482	Sacramento	Marysville	C
	Sac	12[illegible]	"	"	C
Mt Shasta Hardware	Sac	12321	"	Mt Shasta	C
[illegible] Hardware	O	39516	Oakland	Berkeley	Free Delivery Area
	O	37568	"	"	" " "
[illegible]	O	41132	"	Oakland	A
San [illegible] Hdw Co	O	37673	"	San Francisco	" " "
Mendon Mercantile Co	O	[illegible]039	"	Sonora	C
[illegible] Hardware Co	O	45859	"	Visalia	C
" " "	O	41392	"	"	C
Gillmore & Stermetta	O	46405	"	Point Arena	C
Price Hardware & Furn Co	O	41685	"	Porterville	C
Builders Supply Co	O	24328	"	Gilroy	C
Monterey Hardware	O	25288	"	Monterey	Missing Invoice
[illegible] Mariani & Sons	O	25893	"	San Francisco	Free Delivery Area
" " "	O	28894	"	" "	" " "
Maxwell Wholesale Hdw Co	O	28018	"	Oakland	A
R C Heaton Co	O	26984	"	Pas Robles	C
Price Hardware & Furn Co	O	20921	"	Porterville	C
Standard Auto Parts	O	27322	"	San Luis Obispo	C
De Boom Paint Co	O	22495	"	San Francisco	Free Delivery Area

FEDERAL TRADE COMMISSION
Docket No. 5258 Exhibit No. 205-H
IN THE MATTER OF National Lead Co
DATE 10/16/47 WITNESS H. C. Lemke
REPORTER: FEDERAL REPORTING CO.
BY W. F. Morse

6111

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(7)

Respondent's Exhibit No. 205.

Central Pacific (Oakland, Calif) District

	Invoice No.		Origin	Destination	Marking	Code
[illegible] Fuel Co	O	28888	Oakland	Madera		C
" "	O	27090	"	"		C
M Williams & Sons	O	23248	"	Oakland		A
Livingston Dept Store	O	20832	"	Livingston		C
Edwards Hardware Co	O	21679	"	Patterson		C
[illegible] Hardware Co	Santa Rosa	13551	Santa Rosa	Sebastopol	Pick up	
[illegible] Hardware Co	O	26963	Oakland	Vallejo		C
Noah Adams Lumber Co	Sac	1137	Sacramento	Walnut Grove		C
Monterey Hdwe Co	O	21299	Oakland	Monterey		C
Maxwell Wholesale Lbr Co	O	22769	"	Oakland		A
Hall Scott Motor Co	O	25234	"	Berkeley	Free Delivery Area	
M H Whittier & Owners	O	21020	"	San Francisco	Free " "	
Shasta Union High School	O	27089	"	Redding		C
Cranston Bros	O	22865	"	Woodland		C
Kay Manufacturing Co	O	28620	"	Emeryville	" " "	
Western Electric Co	O	22251	"	San Francisco	Prepaid - S.W. Truck. Free Delivery Area	
Don Harder's	O	26858	"	Hayward	Will Call	
Lehmann Printing & Litho Co	O	21351	"	San Francisco	Free Delivery Area	
Mendosa's	O	26579	"	" "	" " "	
[illegible] Hdwe Co	SR	13557	Santa Rosa	Sebastopol	- Will Call	
" " "	SR	13533	"	"	- " "	
Johnson Hdwe Co	O	24876	Oakland	Willits		C
[illegible] Co	Sac	926	Sacramento	Folsom	Will Call	
[illegible] Adams Lbr Co	Sac	2749	"	Clarksburg		
[illegible] Laundry, Troy	O	10224	Oakland	Oakland		
Charles Ford Co	O	11157	"	Watsonville		
Whitsters Hardware	O	13620	"	Salinas		
Hall Scott Motor Co	O	10591	"	Berkeley	Free Delivery Area	
[illegible] Hardware Co	O	11129	"	San Francisco	" " "	
[illegible] Keller Co	O	13381	"	Concord		
[illegible] Hardware & Paint Co	O	11501	"	Antioch		
A Sintz Co	O	14736	"	San Francisco	Free Delivery Area	
Paint Service Co	O	12623	"	" "	" " "	
[illegible] Hardware	O	11050	"	San Rafael		
Monterey Hardware		25255	"	Monterey		
[illegible] Hardware Co	Sac	2696	Sacramento	Marysville		
Whitsters Hardware Co	O	15468	Oakland	Salinas		
Noah Adams Lumber Co	O	39115	"	Walnut Grove		C

FEDERAL TRADE COMMISSION
Docket No. 5283 Exhibit No. 205-A
IN THE MATTER OF National Lead Co.
DATE 10/16/47 WITNESS H. E. Lemke
REPORTER FEDERAL REPORTING CO.
BY W. L. Moore

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R-205 H-2

Central Pacific (Oakland-Cal...

Invoice No.	Origin	Destination Marks	Code
O 32774	Oakland	Oakland	
O 2526	"	Richmond Free Delivery Area	
O H1006	"	San Francisco " " "	
O 29602	"	" " " "	
C 42939	"	Redwood City	
C 37236	"	Monterey	C
C 25945	"	Redwood City	
C 24325	"	Soquel	C
O 25200	"	Walnut Creek (Dollar)	
C 28762	"	Oakland	
C 25160	"	"	
C 27948	"	Berkeley Free Delivery Area	
O 26550	"	Piedmont	C
C 22755	"	San Francisco Free Delivery Area	
C 25211	"	Berkeley	
C 26230	"	San Francisco Prepaid - Subject to Free Delivery Area	
O 25963	"	Oakland	
O 25657	"	Emeryville Free Delivery Area	
O 23216	"	San Francisco	
O 7920	"	Standard	C
Scr 2132	Sacramento	Crockville	C
C 13506	Oakland	Emeryville Free Delivery Area	
O 12635	"	Watsonville	
C H3451	"	Alameda	"
42114	"	" " "	"
42112	"	" " "	"
41423	"	Free Delivery Area S.F. - Free Delivery Area	
41159	"	" " "	"
39905	"	San Francisco " "	"
[illegible]	"	Alameda " "	"
[illegible]	"	" " "	"
[illegible]	"	" " "	"
[illegible]	"	Monterey	
[illegible]	"	Sacramento Sub Oakland via S.P.	
[illegible]	"	Portland	
[illegible]	Angeles	Los Angeles	
[illegible]	"	"	
[illegible]	Oakland	Mayshere Sub San Francisco	
[illegible]	Angeles	Los Angeles	
[illegible]	Oakland	Portland Sub Oakland	
[illegible]		Mayshere Sub San Francisco	
[illegible]		Los Angeles	
[illegible]		"	
[illegible]		"	
C 23582			
C 23567	Oakland	Roseville Sub Berkeley - Free Delivery Area	

FEDERAL TRADE COMMISSION
Docket No. 5253 Exhibit No. 205-J
IN THE MATTER OF Pacific Coast ...
FILED 6/27 HINES W. C. Smith
REPORTER FEDERAL REPORTING CO.
BY

Respondent's Exhibit No. 205.

3119

Central Pacific (Oakland Calif.) District

		Invoice No	Origin	Destination	Marking				Code	
Pacific Fruit Express Co	O	33886	Oakland	Nampa Id	Sub Berkeley - Free Delivery Area				A	
" " " "	O	39068	Los Angeles	Los Angeles					A	
" " " "	O	5234	"	"						
Hall Scott Motor Car Co	O	44387	Oakland	Berkeley	Free Delivery Area					
" " " "	O	41236	"	"	" " "					
" " " "	O	37766	"	"	" " "					
County of Alameda	O	38104	"	San Leandro	Sub - Prison Farm - Government - Bid - Free Delivery Area					
Alexander + Baldwin Ltd	O	39675	"	San Francisco	Free Delivery Area					
Theo H Davies + Co Ltd	O	38476	"	" "	" " "					
Theo H Davies + Co Ltd	O	37655	Oakland	San Francisco	" " "					
" " " "	O	45116	"	" "	" " "					
Pacific Bridge Co	O	23640	"	San Diego	Sub - San Diego - Bid					
Pacific Naval Air Bases	O	28439	Oakland	Alameda	Free Delivery Area					
" " " "	O	28438	"	"	" " "					
Hawaiian Dredging Co Ltd	O	23980	"	"	" " "					
" " " "	O	23981	"	"	" " "					
" " " "	O	23982	"	"	" " "					
City + County of San Francisco	O	28599	"	San Francisco	" " "					
" " " "	O	25746	"	" "	" " "					
" " " "	O	25062	"	" "	" " "					
Sportsmans Shop	Sacto	1087	Sacramento	Placerville						
Palace Hardware Co	O	21690	Oakland	Treasure Island	" " "					
Fulton Shipyards	O	27818	"	Antioch	Will Call					
Alexander & Baldwin Ltd	O	25466	"	San Francisco	Free Delivery Area					
Columbia Steel Co	O	27159	"	Pittsburg						
Finance Officer, U.S. Army	O	25423	"	Fort Ord	Sub Fort Ord - Government Bid					
Southern Pacific Co	O	25424	"	Los Angeles	Sub Oakland three Lines					
" " "	O	25435	"	" "	" " "					
" " "	O	27799	"	Bayshore	" " "					
" " "	O	28482	"	W. Oakland	" " "					
" " "	O	28841	"	Sacramento	" " "					
Bethlehem Alameda Shipyard Inc	O	12680	"	Alameda	Sub Alameda - Free Delivery Area					
Moore Dry Dock Co	O	15567	"	Oakland						
" " "	O	13565	"	"						
" " "	O	14201	"	"						
" " "	O	11950	"	"						
Southern Pacific Co	C	5549	Los Angeles	Los Angeles						
" " "	C	13566	Oakland	" "	Sub Los Angeles -					
Finance Officer, US Army	C	12498	"	Boise Idaho	Sub Boise - Government Bid					
De Boom Paint Co	C	15267	"	Richmond	Free Delivery Area					
Alexander + Baldwin Ltd	C	12693	"	San Francisco	Sub San Francisco - Free Delivery Area					
Theo H Davies + Co Ltd	C	15149	"	" "	" " " "					

FEDERAL TRADE COMMISSION
Docket No. 5253 Exhibit No. 205-K
IN THE MATTER OF National Lead Co
DATE 10/16/47 WITNESS H. C Lamb
REPORTER: FEDERAL REPORTING CO.
BY W. F. Mayer

Respondent's Exhibit No. 205.

North Pacific (PORTLAND ORE) District

	Invoice No		Origin		Destination		Marking				Code
	Grayson & Brown	S	4838	Oakland	Cal	Seattle	Wash				
	U.S. Government	SLC	14724	Salt Lake City		Salt Lake City		Will Call			
	Stadelman Bonn Hdwe	P	14598	Oakland		The Dalles	Ore	Frt Collect			
	Ken B. Morley	P	15722	Portland	Ore	Portland	"				A
	Royal Coal & Lumber Co	SLC	7	Salt Lake City		Logan	Utah				C
	" " "	SLC	48188	" "	"	"	"				C
	Queen Anne Radio & Electric	S	4923	Seattle	Wash	Seattle	Wash				A
	Hubbard Bros	P	14435	Oakland	Cal	Medford	Ore	Frt Allowed - Frt Allowed c/L			A
	Oregon Marine Supply Co	P	14714	Portland	Ore	Portland	"				A
	Monroe Hardware Co	Sp	3216	Spokane	Wash	Spokane	Wash				A
	Kennedy Hardware Co	S	695	Oakland	Cal	Anchorage	Ala	Prepaid to Seattle -			
	Keltner & Shaggs	P	21177	Portland	Ore	Enterprise	Ore	Frt Collect			
	Johnson Paint Store	S	4417	Seattle	Wash	Bremerton	Wash				C
	Yakima Hardware Co	S	1674	Chicago	Ill	Yakima	"		c/L		
	Idaho Hdwe & Plumbing Co	P	17085	Chicago	Ill	Boise	Id		c/L		
	" " "	P	17302	"	"	"	"				
	Ken R. Hunks	P	20820	Portland	Ore	Portland	Ore				A
	Basche-Sage Hardware Co	P	17332	Chicago	Ill	La Grande	Ore		c/L with 17085 + 17302		
	" " "	P	15672	"	"	Baker	"		c/L		
	Big Basin Lumber Co	P	15501	Oakland	Cal	Klamath Falls	Ore	Frt Allowed	c/L		
	Bonneville Lumber Co	SLC	90	Salt Lake City		Idaho Falls	Id				C
	Walters & Taylor	Sp	2881	Spokane	Wash	Moscow	Id				C
	Office of U.S. Property etc Officers	SLC	14797	Salt Lake City		Camp Wm	Ut	Deliver		Government	
	U.S. Treasury Dept	S	3950	Seattle	Wash	Ft Lewis	Wash	Prepaid		"	
x	U.S. Govt Office of Quartermaster	S	4744	Seattle	Wash	Ft Missoula	Mont	Prepaid		Government - Bid	
	U.S. Govt Construction Quartermaster	SLC	14767	Salt Lake City		Ogden	Utah			" "	
	" " "	SLC	48255	" "	"	"	"			" "	
x	" " "	P	15896	Chicago	Ill	Ft Douglas	Utah	Sub - Ft. Douglas		Government - Bid	
x	" " "	P	15206	"	"	" "	"	Prepaid		" "	
x	" " U.S. Army	S	232	Seattle	Wash	McChord Field	Wash	"		"	
x	" " U.S. Quartermaster	S	4823	"	"	Ft. Lewis	"	"		"	Bid
x	" " U.S. War Dept	S	4778	"	"	Ft. Worden	"	"		"	"
x	" " U.S. Quartermaster	S	4323	"		Ft Lewis	"	"		"	"
V	" " U.S. War Dept	P	15420	Portland	Ore	Vancouver	"	"		"	
	" " U.S. Engineers	S	4824	Seattle	Wash	Seattle	"				A
	Utah Valley Glass & Paint Co	SLC	48260	Salt Lake City		Provo	Utah	Frt Allowed		- Entire Amt Returned	
	" " " " " "	SLC	131	" "	"	"	"				C
	Thomas Hardware Co	S	4864	Seattle	Wash	Juneau	Ala				C
	F.G. Foster Co	S	1090	Oakland	Cal	Hoquiam	Wash				C
	R.L. Ellstrom Co	P	14294	"	"	Salem	Ore	Frt Allowed	c/L		
	Southern Pacific Co	P	14047	Portland	Ore	Brooklyn	Ore				C
	" " "	P	14855	"	"	"	"				C
	" " "	P	16267	"	"	"	"				C
	Hillyard Methodist Church	Sp	2472	Spokane	Wash	Spokane	Wash	Deliver		Free Delivery Area	
	" " "	Sp	2537	"	"	"	"	"		" "	
V	C.R. Harris Paint Hdqrs	S	3830	Oakland	Cal	Olympia	Wash	Boat Prepaid	c/L		

FEDERAL TRADE COMMISSION
Docket No. 5253 Commission Respondent Exhibit No. 205-L
IN THE MATTER OF National Pearl Co.
DATE 10/16/47 WITNESS H.C. Lambe
REPORTER: FEDERAL REPORTING CO.
BY W. L. Moras

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Respondent's Exhibit No. 205.

3121

			Invoice No	Origin	Destination	Marking				Code
X	C R Harris Point Hgts	S	1138	Oakland	Olympia	Boot - Prepaid				
X	Hall + Olswang	S	9326	"	Seattle	"				
	Larson Lumber Co	S	3058	Seattle	Ft Blakely Wash					C
	" "	S	2256	"	" " "	Call				
X	Chi Milwauk St Paul + Pacific Ry	S	11819	"	Tacoma "	Prepaid				
	Portland Provision Co	P	12314	Portland	Portland					A
	Dressler Hdwe Co	S	11638	Seattle	Seattle					A
	L A Ellstrom	P	11604	Oakland	Salem Ore	Ft Alland	c/l			
	McGillivray Bros	S	12860	Seattle	Ketchican Alla					C A
	Valley Paint + Glass Serv	S	12479	"	Seattle					
	Longbell Lumber Co	P	10315	Portland	Longview Wash	Ft Collect				
	C Knott + Son	S	11584	Seattle	Kodiak Alla					C
	Yakima Hardware Co	S	12182	Chicago Ill	Yakima Wash					
	Walla Walla Lbr Co	P	10499	Portland	Walla Walla "	Ft Collect				
	Ferguson Hdwe + Paint	S	11495	Seattle	Seattle					A
	Stud-Inman-Bonn Hdwe Co	P	9794	Portland	The Dalles Ore	Ft Collect				
	Commercial Hdwe Co	O	DD 20003	Oakland	Reno Nevada					C
	Valley Paint + Glass Service	S	9973	Seattle	Seattle					A
	Stevens Lumber Co	S	13954 S	"	Edmonds Wash	Will Call				
	State Highway Dept	S	13735	"	Seattle					A
	Hiram Groves Hdwe Co	P	10709	Portland	Lebanon Ore	Ft Collect				
	Isabe Lumber Co	S	11903	Seattle	Poulsbo Wash					C
	M Milw St Paul Pacific Ry	S	13117	"	Seattle	Prepaid	Free Delivery Area			C
	Ivanhoe Hdwe	C	DD 19911	Cal Bird	Yreka Calif					C
	Northland Hardware Co	S	11672	Seattle	Seattle					A
		S	11725	"	Port Blakely Wash					C
		S	12704	"	" " "					C
		S	11265	Chicago	Ill Belton Mont	Prepaid - Government				A
		S	12739	Seattle	Seattle					A
		S	13590	"	"					A
		S	11835		Mentor Wash	Ft PDD - Government				C
		S	7940	"	Seattle					
		S	7965	Oakland	Anchorage Alla					
		S	8923	Seattle	Juneau "					
		S	8580	"	Crocville Wash					
		P	25555	Portland	Grants Pass Ore	Ft Alland pd c/l				
		P	26442			Collect				
		P	3444	Cl ago	Boise Ida					
		P	25741	Portland	Medford Ore	Ft Collect pd c/l				
		P	25		Portland					A
		S	8268	Seattle	Raymond Wash					C
		P	26256	Port	Portland					A
		P	10088	Milw St Paul Pacific Ry	Provo Utah				C
		P	26583	Portland	Portland					A
		P	2790							A

FEDERAL TRADE COMMISSION
Docket No. 5257 RESPONDENT Exhibit No. 205-M
IN THE MATTER OF National Lead Co
DATE 9/16/42 WITNESS H C Lewis
REPORTER: FEDERAL REPORTING CO.
BY W L Mouw

3122 Respondent's Exhibit No. 205.

(12)

FEDERAL TRADE COMMISSION
Docket No.
IN THE MATTER OF
REPORTER, FEDERAL REPORTING CO.
BY

Gulf States (Dallas, Texas) District

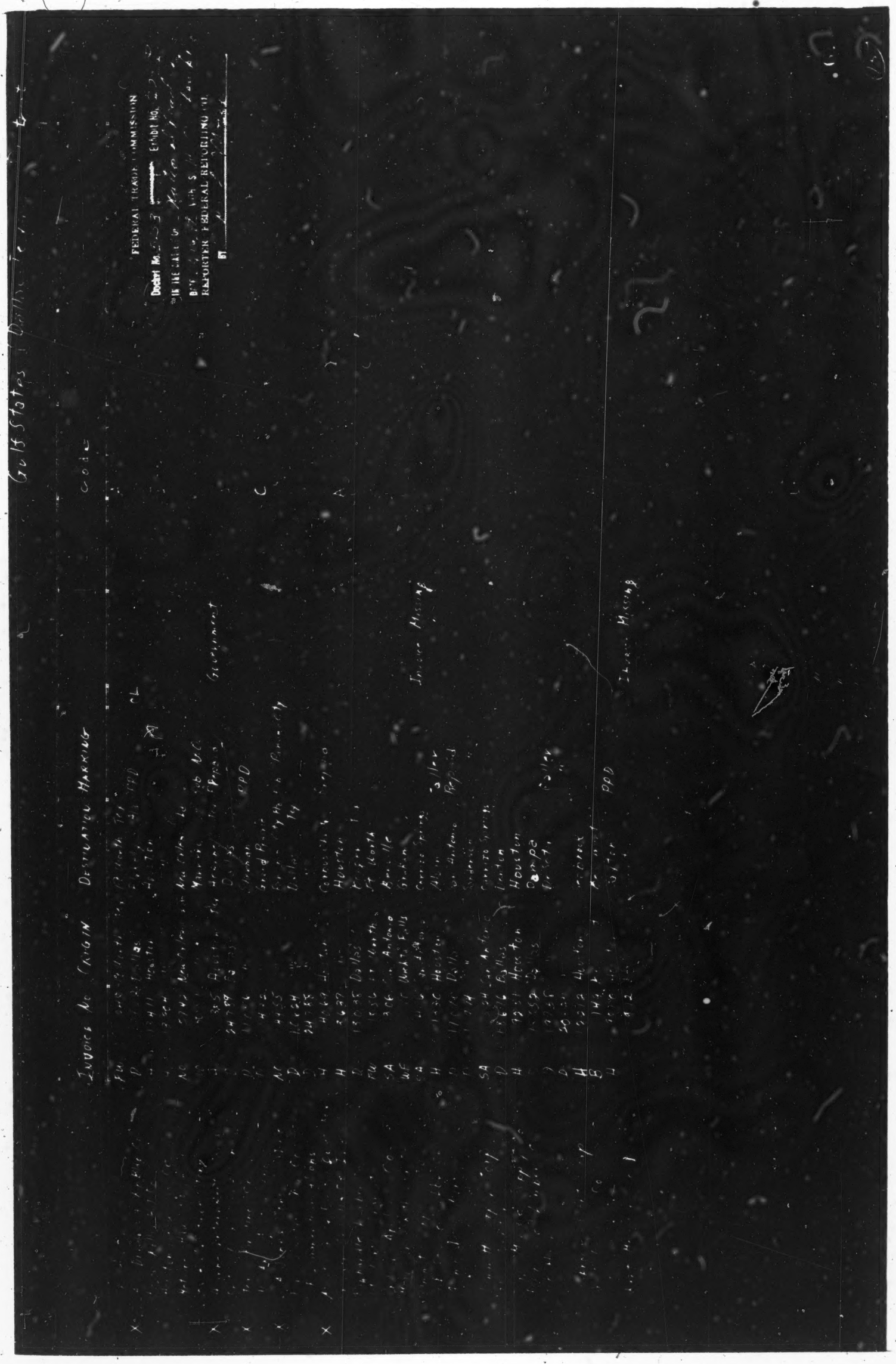
	Invoice No	Origin	Destination	Marking		Code			
[illegible]	H 12286	Houston Tex	Houston Tex			A			
Mitchell Paint & Paper Co	D 17209	Dallas	Cleburne			C			
[illegible]	D 17601	"	Dallas			C			
	D 14960					C			
Morrison Bldg Specialty Co	D 18878	"	Dallas			A			
Texas Electric Ry Co	D 18434	"	"			A			
Magnolia Petroleum Co	D 17941	"	"			A			
Cross & Co	FA 131	Port Arthur	Port Arthur			A			
Fritz W Glitsch & Son	D 9169	Dallas	Dallas			A			
Mexia Textile & Paper Co	D 20432	"	Cleburne			C			
Brown Paper & Paper Co	D 16534	"	San Angelo		Ft 4113 12"				
[illegible]	D 19805	"	Ranton						
Arnold Inc	FW 10424	Fort Worth	Ft Worth	[illegible] Prepaid					
[illegible] Lumber Mfg Co	H 10302	Houston	Schulenburg	Collect					
[illegible] Co	G 18	Galveston	Wallis TX	Collect Fre					
Lumber Sewell Co	H 4246	Houston	Houston						
Fritz W Glitsch & Son	D 20865	Dallas	Dallas						
Lindop Hdwe Co	D 16024	Dallas	Dallas			A			
Morton Salt Co	D 20005	"	Grand Saline			C			
Bruce Campbell Lbr Co	W 21474	Waco	Waco			A			
Taylor & Howard	M 5100	Marshall	Leigh	Collect					
Herbert Bros	D 14451	Dallas	Temple		Pt CL Ft 4113 32"				
	D 16351	"			4 Ft				
Fritz W Glitsch & Son	D 19745	"	Dallas						
Houston Hydraulic Corp	H 5278	Houston	Houston						
The Austin Co	FW 435	Ft Worth	Ft Worth						
Bruce Campbell	W 12[illegible]	Waco	Groesbeck						
Alamo Iron Works	D 18349	Dallas	San Antonio	Will Call					
Taylor & Howard	M 5100	Marshall	Leigh	Collect					
Houston Show Case Mfg Co	H 5271	Houston	Houston						
Fritz W Glitsch & Son	D 7541	Dallas	Dallas						
	D 8194	"	"						
Columbus & Greenville Ry Co	NO 4393	Chicago	Ill Columbus	Miss					
J W Hirsch Hdwe Co	D 5519	Dallas	Tex Union	Miss	PPD				
Gordon Mfg Co	D 9333	"	Dallas	Tex					
Fritz W Glitsch & Son	D 24533	"	"						
Houston Showcase Mfg	H 12777	Houston	Houston						
Lundberg Lighter Co Inc	D 10008	Dallas	Laredo						
LeTourneau Co of Ga	MO 5563	New Orleans La	Vicksburg	Miss	Sob N.O.				
Hippenbotham-Bontlett Co	D 11360	Dallas Tex	Lamesa	Tex					
Tobin Furniture Co	T 124	Texarkana	De Queen	Ark					
Hearn Lumber Co	D 11627	Dallas	Athens	Tex					
Pendleton Hdwe Co	NO 5071	New Orleans	New Orleans		Sob N.O.				

FEDERAL TRADE COMMISSION
Docket No. 5253 Commission Exhibit No. 205-O
IN THE MATTER OF National Lead Co
DATE 10/6/53 DAY'S 10 C Hamilton
REPORTER: FEDERAL REPORTING CO.
BY [illegible]

6113

(14)

3124 Respondent's Exhibit No. 205.


FEDERAL TRADE COMMISSION
Docket No.
EXHIBIT NO.
IN THE CASE OF
BEFORE
REPORTER'S FEDERAL RETURNING
BY
Gulf States
Invoices No Origin Destination Marking
Code
Government
Invoice Missing
Invoice Missing

Gulf States (Dallas Texas) D[illegible]

	Invoice No	Origin	Destination	Marking	
Magnolia Pipe Lin Co	D 16952	Dallas Tex	Marquez		Invoices Missing
Oil Well Supply Co	D 16960	"	Wewoke Okla		
Sabin Towing Co	PA 1124	Port Arthur Tex	Port Arthur		
Texas Pipe Line Co	H 9806	Dallas	Corsicana		
Texas Marine Supply Co	H 4231	Houston	Houston		
Lykes Bros SS Co	N DD 15846	Newark	??		

FEDERAL TRADE COMMISSION
Docket No. 5253 Exhibit No. 205
IN THE MATTER OF National Lead Co
DATE 10/16/47 WITNESS [illegible]
REPORTER, FEDERAL REPORTING CO.
BY [illegible]

6120

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		Invoice No	Origin	Destination	Marking	
/	Christian Hdwe Co	A 13944	Chicago	Ill	Athens Ga	Fst Alld Dest c/L
/	Coyce Yost Co	Kens DD 3325	"		Hopkinsville Ky	" " "
	" " "	" 11734	"		" "	Will Call
X	Fowler Flemister Coal Co	A 11232	"		Milledgeville Ga	Fst Alld Dest
	Dupont Andre Hdwe Supply Co	Cin 14594	"		Morristown Tenn	Will Call
X	Godsden Hdwe Co	A 13026	"		Godsden Ala	Fst All Dest c/L
	McMinnville Hdwe Co	A 13186	"		McMinnville Tenn	Caller
	Chamber Timber Co	A 5959	Atlanta	Ga	Athens Ala	Fst Equalized with Nashville
	[illegible] Son	A 6335	"		Thomaston Ga	"
	Fowler Flemister Coal Co	A 3315	"		Milledgeville "	"
	[illegible] Hdwe	A 37	"		Thomaston "	"
X	Godsden Hdwe Co	A 1571	Chicago	Ill	Godsden Ala	Fst Alla Dest c/L
	Coyce Yost Co	Cin 24	Cincinnati	Oh	Hopkinsville Ky	"
	" " "	A 376	"		"	"
	" " "	Cin 20177	"		"	"
	Godsden Hdwe Co	A 611	Chicago	Ill	Godsden Ala	Fst Alld c/L
X	Hutchens Co	A 1337	Atlanta	Ga	Huntsville Ala	Fst Equalized with Nashville
	Van Kleeck Co	Penn 375	Pensacola	Fla	Panama City Fla	Caller
	" "	" 373	"		" "	"
	Fowler Flemister Coal Co	A 2292	Atlanta	Ga	Milledgeville Ga	
	" " "	A 3284	"		"	
	" " "	A 1799	"		"	
	Coyce Yost Co	Cinn 19544	Cincinnati	Oh	Hopkinsville Ky	
	Hammer Supply Co	A 11546	Atlanta	Ga	Athens Tenn	Fst Equalized with Chattanooga
	Thompson Hdwe & Furn Co	A 9412	"		Chattanooga "	Prepaid
	Cohnfeld Bros	Mont 365	Montgomery	Ala	Tuskegee Ala	"
	Thompson Hdwe & Furn Co	A 8341	Atlanta	Ga	Savannah Ga	Prepaid Fish Quarantine Ga
	" " " "	A 7846	"		"	" " "
	" " " "	Kens DD 8703	Chicago	Ill	"	"
	" " " "	A 3566	Atlanta	Ga	"	"
	Newton Coal & Lumber Co	A 9512	"		Griffin Ga	
	Christian Hdwe Co	A 7541	"		Athens "	Sub Atlanta
	Shugart & Hunt	Nash 1118	Nashville	Tenn	Franklin Ky	
	" "	" 962	"		"	
	Grover C Bird	A 6786	Chicago	Ill	Greenville Tenn	c/L
X	" "	A 8373	"		"	Freeey
	Godsden Hdwe Co	A 4056	Atlanta	Ga	Godsden Ala	Fst Equalized with Dest
	Hendrix & Dilcher Supply Co	Cin 726	Cincinnati	Oh	Clarksville Tenn	
X	" " " "	A 4705	Chicago	Ill	" "	Fst Equalized with Dest c/L
	Van Kleeck Co	A 111209	Atlanta	Ga	Panama City Fla	" " " Pensacola
	" "	A 3487	"		" "	" "
X	" "	A 8525	Chicago	Ill	Panama City Fla	Prepaid
X	Hutchens Co	A 7445	"		Huntsville Ala	Fst Alld Dest c/L
/	Dupont Andre Hdwe Co	A 12200	"		Morristown Tenn	" " "

FEDERAL TRADE COMMISSION
Docket No. 3203 Exhibit No. 205
In the matter of [illegible]
B't [illegible] Fils S [illegible]
Reporter: Federal Reporting Co.
By [illegible]

Respondent's Exhibit No. 205. 3127

WESTERN (Chicago, Ill.) DISTRICT

	Invoice No	Origin	Destination	Marking			Code	
	C 4681	Chicago Ill	Chicago Ill				A	
X	C 5235	"	Burlington Ia	Prepaid	Government		A	
	C 36414	"	Chicago Ill				A	
	C 56958	"	"				A	
X	C 7536	"	Hammond Ind	Frt Prepd	- Free Delivery Area		A	
	C 6792	"	Chicago					
	C 3403	"	Hammond Ind		" " "			
	C 7416	"	"		" " "			
	C 7092	"	Chicago Ill				A	
	C 56993	"	"				A	
	C 3704	"	"				A	
	C 880	"	"				A	
	C 1198	"	"				A	
	C 55405	"	"				A	
	C 2799	"	"				A	
	C 7941	"	"				A	
	C 45218	"	"				A	
	C 3582	"	"				A	
	C 1929	"	Cloquet Minn	Take Chicago			A	
	Minn 45316	Minneapolis Minn	Minneapolis Minn				A	
	C 6461	Chicago	Chicago				A	
	C 8534	"	"				A	
	C 59529	"	Indianapolis	Prepay	Frt		A	
	C 1325	"	Chicago				A	
	C 7966	"	"				A	
	C 7[illegible]	"	"				A	
	C 49866	"	"				A	
	C 4360	"	"				A	
	C 7210	"	"				A	
	C 56069	"	"				A	
	C 8100	"	"				A	
	NO 29185	New Orleans	New Orleans				A	
	C 6202	Chicago	Chicago				A	
	C 59465	"	Racine Wisc	Prepay	Frt C/L (CF)		A	
	C 51187	New Orleans	New Orleans				A	
	C 59369	Chicago	Chicago				A	
	C 59522	"	"				A	
	C 47800	"	"				A	
	C 60192	"	" Wis				B	
	C 51238	"	" "				B	
	C 66101	"	" "				B	
	C 59915	"	"				A	
	C 52427	"	"				A	
X	Minn 21118	Richmond Va	Kenwick Va	Prepaid - Frt Chgs added Some of invoice			A	'68
	C 58963	Chicago	Chicago				A	
	C 58459	"	"				A	
	C 47035	"	"				A	
	C 47936	"	"				A	
	C 47954	"	"				A	
	C 57801	"	"				A	

FEDERAL TRADE COMMISSION
Docket No. 5263 Exhibit No. 205-S
IN THE MATTER OF National Lead Co
DATE 2-2-62 WITNESS A. C. Kuntz
REPORTER FEDERAL REPORTING CO.
BY

6122

5

15

Invoice No. 661 DESTINATION MARKING

H4577 Cleveland to Pittsburgh Pa to Cleveland Charges added to invoice

150 Decatur Decatur Charges added to invoice

Chicago Chicago

Indianapolis Ind Indianapolis Ind

Chicago Chicago

Indianapolis Indianapolis

Pittsburgh Pa Chicago Ill

Indianapolis Indianapolis

FEDERAL TRADE COMMISSION
Docket No. 5 [illegible] Exhibit No.
IN THE MATTER OF [illegible]
DATE [illegible]
REPORTER FEDERAL REPORTING CO.
BY [illegible]

6123

Respondent's Exhibit No. 205. 3129

Western (Chicago Ill) District

	Invoice No		Origin	Destination	Marking				Code
	Chic, Rock Is. + Pac. Ry Co	C	50533	Chicago Ill	Chicago Ill				A
	W W Young + Son	C	50269	"	"				A
	Vonnegut Hdwe Co	Ind	15154	Indianapolis	Indianapolis				A
	Nat'l Decorators Supply Co	"	14502	"	"				A
X	H D White + Co	C	60123	Chicago	Alexandria La	Prepaid - Chg 14 84 added face Invoice			
	Lite Products Corp	C	56439	Chicago	Chicago				A
	Western Electric Co	C	54585	"	"				A
	Naylor Pipe Co	C	54190	"	"				A
	Diamond T Motorcar Co	C	55250	"	"				A
	Welch Hardware	C	58983	"	Two Harbors Minn	Sub Duluth - Pool	C/L to Duluth		
	Vonnegut Hdwe Co	C	47636	"	Indianapolis	Prepay			
	American National Bank	C	57556	"	Chicago				A
	General Mills, Inc	Ann	2254	Minneapolis	Minneapolis				A
	Gipson Lumber Co	C	4108	Chicago	Hastings Minn	Prepay	C/L		
	Ingersoll Steel + Disc Div	C	48999	"	Chicago				A
	Athey Truss Wheel Co	C	50968	"	"				A
	Crane Co	C	46690	"	"				A
	Carnegie Illinois Steel Corp	C	57086	"	So Chicago				B
	Lite Products Corp	C	8233	"	Chicago				A
	Fevor-Ruhl Co	C	57527	"	"				A
	Chicago Park District	C	4840	"	"				A
	Western Electric Co, Inc	C	2707	"	"				A
	Carnegie Illinois Steel Corp	C	8111	"	Gary Ind	Sub Dest - Prepd			
	Crane Co.	C	2761	"	Chicago				A
	Athey Thruss Wheel Co	C	55801	"	"				A
	Ingersoll Steel + Disc Div.	C	58201	"	"				A
	Pressed Steel Corp	C	5280	"	"				A
	Chic, + West Indiana RR Co	C	5904	"	"				A
	Chicago Bridge + Iron Co	C	57931	"	"				A
	Bourman Elder Receiver	Ind	640	Indianapolis	Indianapolis				A
	Columbia Bank Note Co	C	3405	Chicago	Chicago				A
	Johnson King Co	C	5459	"	"				A

FEDERAL TRADE COMMISSION
Docket No. 5253 Commission Respondent Exhibit No. 205-U
IN THE MATTER OF National Lead Co.
DATE 10/16/47 WITNESS H C Lewis
REPORTER: FEDERAL REPORTING CO.
BY W. L. Moore

6121

20

North Central (Cleveland) District

		No.	Origin	Destination	Marking		
A		TW	[illegible]	Cleveland	Ch	Bay Village	A
		TA	6558	"		Cleveland	
		TW		"		"	
		TW	4119	"		"	
		TW	5 25	"		"	
		TW	[illegible]	"		"	
		TW	[illegible]	"		"	
		TW	[illegible]	"		"	
		TW	[illegible]	"		"	
		TW	[illegible]	"		"	
		TW	[illegible]	"		"	
		TW	[illegible]	Homestead		Our Truck	
		TW	4155	Fairhaven			
		TW	4154	Homestead		UPD	
		TW	4618	"		Will Call	
		TW	[illegible]	[illegible]	Ky	Fort Allowance	C/L
		TW	45	Chicago	Covington	Ky	"
		TW	43	Chicago	Covington	Ky	"
		TW	[illegible]	[illegible]		"	
		TW	[illegible]	[illegible]		"	
		TW	[illegible]	[illegible]		"

North Central (Cleveland, Ohio) District

FEDERAL TRADE COMMISSION
Docket No. 5265 COMMISSION RESPONDENT Exhibit No. 205-W
IN THE MATTER OF National Lead Co.
DATE 10/10/37 WITNESS H. C. Lambe
REPORTER: FEDERAL REPORTING CO.
BY W. L. Moore

		Invoice No	Origin	Destination	Marking			Code
	[illegible] Lighter & Son	T 533	Toledo Oh	Tecumseh Mich				C
	Greenes Paint Store	D 5904	Detroit Mich	Ypsilanti "				C
	" "	D 6621	"	"				C
X	Bluefield Hdwe Co	C 11188	Cleveland	Bluefield Va	Prepaid	C/L		
X		C 11755	"	"	"	C/L		
X		C 12396	"	"		C/L		
	[illegible] Lbr Co	C 1122	"	Bradford Pa			Invoice Missing	
	[illegible]	TW 19543	"	W Middlesex Pa				C
		Y 52	Youngstown Oh	" " "	Will Call			
		Y 361	" "	" " "	" "			
		Y 333	" "	" " "	" "			
		TW 24704	Cleveland	" " "				C
		Y 143	Youngstown	" " "	Will Call			
		Y 262	"	" " "	" "			
X	Goades Hdwe	C 49923	Cleveland	Batavia NY	Prepaid			
X	Edw M Davis Co	C 3326	"	Rock Glen NY	"	C/L		
	Goades Hdwe	TT 20551	"	Batavia NY				C
	" "	TT 21797	"	" "				C
	" "	B 3559	Buffalo NY	" "				C
X	" "	C 11417	Cleveland Oh	" "	PPD	C/L		
	Morgantown Hdwe Co	Pitts 1218	Pittsburg Pa	Morgantown Va				C
X	" " "	C 11199	Cleveland Oh	" "	PPD	C/L		
	" " "	Pitts 14175	Pittsburgh Pa	" "				C
	Bridgewater Lumber Co	D 12401	Detroit Mich	Bridgewater Mich				C
	" " "	D 3650	" "	" "				C
	" " "	D 8662	" "	" "				C
	H & R Hardware	TW 58478	Cleveland Oh	Cleveland Oh				A
	Lambert Hardware	TW 17293	Cleveland "	Lockport NY				C
	Mich Potato Growers Exch	D 5156	Detroit Mich	Cadillac Mich				C
X	Trans Off - 755 Eng Div	TW 52672	Cleveland Oh	Bucyrus Oh	PPD & Alld		Government	
	Alvin Rich & Co	TW 40952	" "	Wooster Oh				C
	" "	TW 43517	" "	" "				C
	" "	TW 46152	" "	" "				C
	Jesse Sparthe	TW 61554	" "	McCutchenville				C
	Holland Co	TW 40810	" "	Mt Gilead Oh				C
	Delaware Farmers Exch	TW 61836	" "	Delaware Oh				C
	R F Webb Hdwe	TW 50292	" "	Nipton Oh				C
	"	C 22	" "	" "				C
	Wesbecher Hdwe Co	C 2361	" "	Amherst "				C
	H & R Hdwe Co	TW 65579	" "	Cleveland				A
X	Edward M Davis Co	C 11386	" "	Rock Glen NY	Prepaid	C/L		
	Paul F. Simpson Hardware	B 5716	Buffalo NY	Randolph NY				C
	" " "	B 5211	"	"				C
	" " "	B 5005	"	"				C
	Seebach & Kimble	R 1583	Rochester NY	Rochester NY				A
	Fairmont Wall Plaster Co	C 8973	Cleveland Oh	Fairmont W Va				C
	Lamberts Hardware	C 11986	" "	Lockport NY				C

6126

FEDERAL TRADE COMMISSION

Docket No. 5255 Exhibit No. 205 X

IN THE MATTER OF National Lead Co.

Date 10/16/47 [illegible] H. C. [illegible]

[illegible] W. L. Morey

Respondent's Exhibit No. 206.

OKLAHOMA CITY HOUSE COPY

W. C. FINE JAN 29 1943

Re Ex 206

OUR ORDER NO. 3552

1 Pound Pt 90

10715

QUANTITY	UNITS	PIECE	DESCRIPTION	PRICE	AMOUNT	TOTAL
	1		PURE ZINC CHLORIDE IN DR.	.21¢		14.90
			only RETURNABLE DRUM CHARGE	6.00		.67
			PREPAID FREIGHT CHARGES	.67		19.57
			674			1.00
						20.57

Zinc Chloride 674

FEDERAL TRADE COMMISSION
Docket No. 2 Commission Exhibit No. 206
IN THE MATTER OF Peller
REPORTER: FEDERAL REPORTING CO.
BY

NON-PRIORITY ORDER

SHIPPED
FEB 14 1941
SYRACUSE, N. Y.

LIST STAMP

CREDIT APPROVAL
FEB 12 1941
SYRACUSE

SYRACUSE HOUSE COPY 32X60

Resp 207

OUR ORDER NO.
3233

CUSTOMER'S ORDER NO. MAIL · ORDERED 2 13 41 INVOICE DATE TS 205

REQUISITION NO. DATE ENTERED 2 14 41 TERMS 2% 10 DAYS 60 NET

SOLD TO · B. F. RAICHLE
OSWEGO, N.Y.

SHIP FROM SYRACUSE WHEN AT ONCE VIA BROWN PREPAID
SHIP TO

FOR OSWEGO.

NUMBER	PACKAGES	DESCRIPTION	WEIGHT
10	Dus	Lead	1060

LIST NO. 11
FEB 18 1941

HANDLER'S INITIALS	SHIPPING RECEIPT
JHK	1374

✓	ORDERED	SHIPPED	SIZE	DESCRIPTION	PRICE	AMOUNT	TOTAL
	1000 LB	1000	1000	O.D.P. WHITE LEAD SOFT 17	2.50 CWT		

Full
Credit approved
Shipment on basis

2 Cwt X

REQUISITION NO. DATE ENTERED 2 14 41 TERMS 2% 10 DAYS 60 NET

SOLD TO · B. F. RAICHLE
OSWEGO, N.Y.

SHIP FROM SYRACUSE WHEN AT ONCE VIA BROWN PREPAID
SHIP TO

FOR OSWEGO.

LIST NO. 11
FEB 18 1941

HANDLER'S INITIALS JHK
SHIPPING RECEIPT 1374

✓	ORDERED	SHIPPED	SIZE	DESCRIPTION	PRICE	AMOUNT	TOTAL
	1000 LB	1000	1000	O.D.P. WHITE LEAD SOFT 17	2.50 CWT		

Full
Credit approved
Shipment on basis
of Raichle promise to
send $26.00 check
Comes mail. Pers
phone with M.C.P.
2/14/41

2.22 Cwt X

1060 #

22

TRANSCRIBED AND CHECKED BY

11

PRICED BY A DEALER

PRICES CHECKED BY

EXTENDED BY

1060# White Lead @ .22 Cwt = 2.33
Via Comm Tnk

Respondent's Exhibit No. 208.

SHIPPER'S COPY — SYRACUSE HOUSE COPY

SHIPPER'S LIST No. 14

FEB 19 1941

SYRACUSE, N.Y. FEB 21 1941

See letter to F.T.C. dated 2/18/41 FEB 19

OUR ORDER NO. 3260

Resp. Ex. 208

CUSTOMER'S ORDER NO. [redacted] ORDERED 2 3 41 INVOICE DATE

REQUISITION NO. ? DATE ENTERED 2 18 41 TERMS 2% 10 DAYS 60 NET

SOLD TO: B. F. RAICHLE, OSWEGO, N.Y.

SHIP FROM: SYRACUSE WHEN: AT ONCE

SHIP TO: FOB SYRACUSE

C. F. To Ship 3262 Ind 62 No. Brchs.

NUMBER	PACKAGES	DESCRIPTION	WEIGHT
	Ctns	Paint	1250
1	Pail	"	80
1	Pail	Lead	16
1/2	Ctn	Dry Color	128
	22 Cans		

HANDLER'S INITIALS: [redacted] SHIPPING WEIGHT: 1386

✓	ORDERED	SHIPPED	SIZE	DESCRIPTION	PRICE	AMOUNT	TOTAL
	8	2	QT	S W P CUT GLOSS WHITE	73		146
	1	1	½PT	V-9½ VARNISH	24 =	24	
	1 GL	1	1S		185	185	209
	1	1	½GL	MARNOT VARNISH	175		175
	4	4	QT	WALL PRIMER & SEALER [redacted]	55	220 340	560

SOLD TO: B. F. RAICHLE, OSWEGO, N.Y.

SHIP FROM: SYRACUSE WHEN: AT ONCE

SHIP TO: FOB SYRACUSE

C. F. To Ship 3262 Ind 62 No. Brchs.

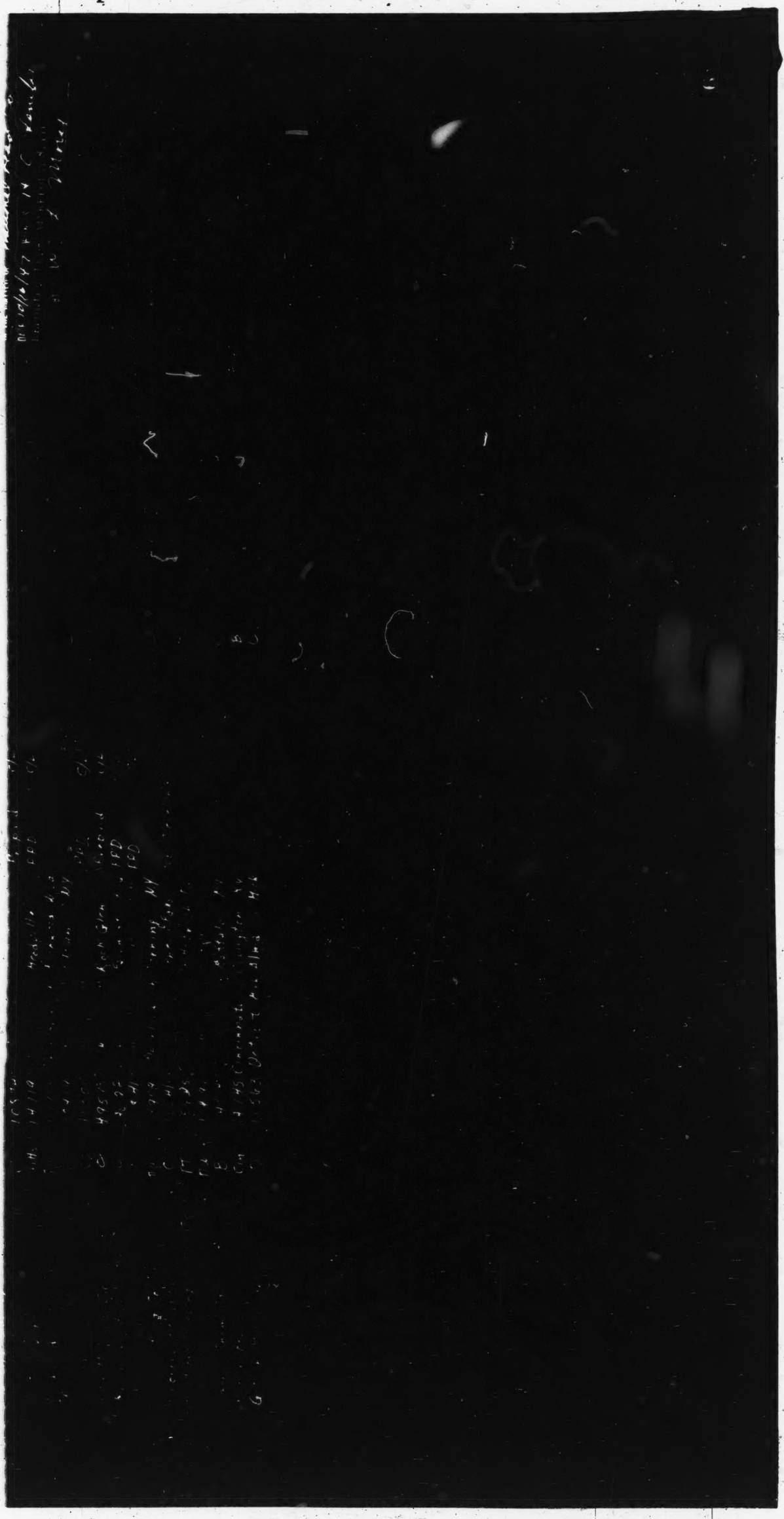
HANDLER'S INITIALS: [redacted] SHIPPING WEIGHT: 1386

✓	ORDERED	SHIPPED	SIZE	DESCRIPTION	PRICE	AMOUNT	TOTAL
	8	2	QT	S W P CUT GLOSS WHITE	73		146
	1	1	½PT	V-9½ VARNISH	24 =	24	
	1 GL	1	1S		185	185	209
	1	1	½GL	MARNOT VARNISH	175		175
	4	4	QT	WALL PRIMER & SEALER	55	220 340	560
	2 GL	2	1S		170		
	2	2	PT	INTERIOR GLOSS WHITE [redacted]	42	84	—
	1	1	½GL		132	132	
	3	3	QT	LT DELPH [redacted]	72	216	
	1	1	½GL		132	132	564
	1	1	PT	FLAT TONE WHITE	33	33	
	5	5	QT	1			[redacted]
	1	1	QT	CREAM	55	330	
		4 BD				363	1654

TRANSCRIBED AND CHECKED BY — PRICED BY — PRICES CHECKED BY — EXTENDED BY

A DEALER

16 [illegible] Lead @ .22 cwt + .04 Tax Comm. TAX.



6133 **RESPONDENT'S EXHIBIT NO. 213.**

1. 1941 Sales of Heavy and Soft Paste White Lead.

Zone	Total Pounds Sold	Total Freight & Cartage	Average Freight per Cwt.
Par	2,560,244	5,281.63	.206
Plus ⅛¢	4,457,515	22,455.32	.504
Plus ¼¢	676,218	4,885.90	.723
Plus ⅜¢	1,225,361	10,280.00	.839
Plus ½¢	422,551	3,835.76	.908
Plus ¾¢	863,528	8,010.32	.927
Plus 1¢	44,288	763.09	1.723

NATIONAL LEAD CO.—ST. LOUIS BRANCH

WHITE LEAD IN OIL—TONNAGE & FREIGHT

DIFFERENTIAL TERRITORY—PAR

YEAR 1941

	1	2	3	4	5	6	7
			L. C. L. Rates from Warehouse to Customer		(2+3+4)		(5×6)
Destination	Shipped From	Carload Rate to Warehouse	Cartage to R. R.	R. R. Rate	Total Applicable Rate	Tonnage	Applicable Freight
						Pounds	
ILLINOIS							
Aledo	St. Louis			.42	.42	6,050	$ 25.41
Alexander	"			.31	.31	8,150	25.27
Alton	"			.20	.20	51,576	103.15
Anna	"			.33	.33	6,812½	22.48
Belleville	"			.19	.19	19,900	37.81
Bloomington	"			.37	.37	52,375	193.79
Canton	"			.38	.38	6,912½	26.27
Centralia	"			.27	.27	17,750	47.93
Collinsville	"			.19	.19	7,925	15.06
Decatur	"		T/L	.22)			
	"		LCL	.32) Avg	.27	158,112½	426.90
Edwardsville	"			.20	.20	14,750	29.50
Fairfield	"			.32	.32	8,524½	27.28
Galesburg	"			.39	.39	35,987½	140.35
Galva	"			.40	.40	9,912½	39.65

NATIONAL LEAD CO.—ST. LOUIS BRANCH

WHITE LEAD IN OIL—TONNAGE & FREIGHT

DIFFERENTIAL TERRITORY—⅛¢

YEAR 1941

	1	2	3	4	5	6	7
			L. C. L. Rates from Warehouse to Customer		(2+3+4)		(5×6)
Destination	Shipped From	Carload Rate to Warehouse	Cartage to R. R.	R. R. Rate	Total Applicable Rate	Tonnage	Applicable Freight
						Pounds	
ILLINOIS							
Moline & E. Moline	St. Louis			.43	.43	38,737½	$ 166.57
Rock Island	"			.43	.43	40,185	172.80
Misc. (Other Towns)	"			.35	.35	8,675	30.36
			Total Illinois			87,597½	369.73
IOWA							
Ackley	"			.70	.70	8,825	61.78
Ames	"			.70	.70	22,512½	157.59
Atlantic	"			.76	.76	18,562½	141.08
Boone	"			.70	.70	16,512½	115.59
Burlington	"			.40	.40	86,862½	347.45
Carroll	"			.76	.76	15,700	119.32
Cedar Falls	"			.65	.65	13,725	89.21
Cedar Rapids	"		T/L	.42			
	"		LCL	.56	Avg .49	118,675	581.51
Chariton	"			.60	.60	15,137½	90.83
Charles City	"			.69	.69	13,625	94.01
Clarinda	"			.72	.72	16,312½	117.45
Clarion	"			.76	.76	8,225	62.51
Clinton	"			.46	.46	29,762½	136.91
Council Bluffs	Omaha	.29		.10	.39	17,400	67.86

SHEET NO. 2

NATIONAL LEAD CO.—ST. LOUIS BRANCH

WHITE LEAD IN OIL—TONNAGE & FREIGHT

DIFFERENTIAL TERRITORY—⅛¢

YEAR 1941

1	2	3	4	5	6	7
		L. C. L. Rates from Warehouse to Customer		(2+3+4)		(5×6)
Destination	Shipped From	Carload Rate to Warehouse	Cartage to R. R.	R. R. Rate	Total Applicable Rate	Tonnage	Applicable Freight
IOWA						Pounds	
Williamsburg	St. Louis			.57	.57	10,162½	$ 57.93
Misc. (Other Towns)	"			.60	.60	379,410	2276.46
			Total Iowa			1,813,182	9924.94
KANSAS							
Atchison	Kansas City	.29		.26	.55	10,372	57.05
Kansas City	"	.29			.29	36,871	106.93
Leavenworth	"	.29		.21	.50	37,962½	189.81
Misc. (Other Towns)	"	.29		.59	.88	1,525	13.42
			Total Kansas			86,730½	367.21

KENTUCKY						
Mayfield	St. Louis		.43	.43	11,237½	48.32
Paducah	"		.38	.38	14,475	55.01
Misc. (Other Towns)	"		.43	.43	8,675	37.30
		Total Kentucky			34,387½	140.63
MINNESOTA						
Austin	St. Paul	.34	.38	.72	8,347	60.10
Duluth	"	.34	.44	.78	112,363	876.43
Grand Rapids	"	.34	.51	.85	8,725	74.16
Mankato	"	.34	.34	.68	15,587½	106.00
Minneapolis	"	.34		.34	230,430	783.46
Owatonna	"	.34	.32	.66	13,737½	90.67
Red Wing	"	.34	.26	.60	10,224	61.34
Rochester	"	.34	.36	.70	12,330	86.31
St. Cloud	"	.34	.31	.65	9,625	62.56
St. Paul	"	.34		.34	247,619	841.90
Virginia	"	.34	.50	.84	13,262½	111.41
Winona	"	.34	.38	.72	33,125	238.50
Misc. (Other Towns)	"	.34 plus	.30 Avg.	.64	84,027	537.77
		Total Minnesota			799,402½	3930.61
NEBRASKA						
Lincoln	Omaha	.29	.31	.60	36,812½	220.88
Omaha	"	.29		.29	301,667½	874.84
		Total Nebraska			338,480	1095.72
MISSOURI						
Bethany	St. Louis		.59	.59	8,225	48.53
Bonne Terre	"		.26	.26	18,537½	48.20
Cape Girardeau	"		.40	.40	13,300	53.20

SHEET NO. 3

NATIONAL LEAD CO.—ST. LOUIS BRANCH

WHITE LEAD IN OIL—TONNAGE & FREIGHT

DIFFERENTIAL TERRITORY—⅛¢

YEAR 1941

1	2	3	4	5	6	7
		L. C. L. Rates from Warehouse to Customer		(2+3+4)		(5×6)
Destination	Shipped From	Carload Rate to Warehouse	Cartage to R. R.	R. R. Rate	Total Applicable Rate	Tonnage	Applicable Freight
MISSOURI						Pounds	
Carrollton	St. Louis			.46	.46	7,896	$ 36.32
Chillicothe	"			.48	.48	11,649½	55.92
Columbia	"			.36	.36	35,100	126.36
Flat River	"			.26	.26	9,925	25.81
Fulton	"			.34	.34	7,337½	24.95
Hannibal	"			.32	.32	23,275	74.48
Independence	Kansas City	.29		.18	.49	10,065½	47.31
Jefferson City	St. Louis			.36	.36	8,285	29.83
Kansas City	Kansas City	.29			.29	433,333	1256.67
Kennett	St. Louis			.62	.62	13,717	85.05
Kirksville	"			.45	.45	6,286	28.29

NATIONAL LEAD CO.—ST. LOUIS BRANCH
WHITE LEAD IN OIL—TONNAGE & FREIGHT

DIFFERENTIAL TERRITORY—¼¢ YEAR 1941

	1	2	3	4	5	6	7
			L. C. L. Rates from Warehouse to Customer		(2+3+4)		(5×6)
Destination	Shipped From	Carload Rate to Warehouse	Cartage to R. R.	R. R. Rate	Total Applicable Rate	Tonnage	Applicable Freight
KANSAS						Pounds	
Abilene	Kansas City	.29		.55	.84	2,812½	$ 23.63
Arkansas City	"	.29		.66	.95	2,335	22.18
Baldwin	"	.29		.48	.77	1,150	8.86
Baxter Springs	"	.29		.53	.82	587½	4.82
Beloit	"	.29		.66	.95	612½	5.82
Bonner Springs	"	.29		.20	.49	1,375	6.74
Chanute	"	.29		.44	.73	1,122	8.19
Clay Center	"	.29		.53	.82	800	6.56
Coffeyville	"	.29		.55	.84	5,025	42.21
Concordia	"	.29		.60	.89	775	6.90
Council Grove	"	.29		.46	.75	837½	6.28
El Dorado	"	.29		.55	.84	1,287	10.81
Emporia	"	.29		.42	.71	9,012½	63.99
Ft. Scott	"	.29		.40	.69	1,687½	11.64
Girard	"	.29		.46	.75	1,000	7.50
Goodland	"	.29		.91	1.20	200	2.40
Great Bend	"	.29		.71	1.00	3,262½	32.63
Hays	"	.29		.74	1.03	30	.31
Herington	"	.29		.52	.81	1,450	11.75
Hiawatha	"	.29		.36	.65	3,062½	19.91
Holton	"	.29		.38	.67	237½	1.59
Hutchinson	"	.29		.64	.93	5,637½	52.43
Humboldt	"	.29		.42	.71	650	4.62
Iola	"	.29		.41	.70	1,700	11.90
Junction City	"	.29		.49	.78	2,600	20.28
Lawrence	"	.29		.25	.54	15,047	81.25
Manhattan	"	.29		.44	.73	2,112½	15.42
Mankato	"	.29		.66	.95	586½	5.57
Maryville	"	.29		.49	.78	1,550	12.09
McPherson	"	.29		.61	.90	1,377½	12.40
Norton	"	.29		.79	1.08	4,000	43.20
Olathe	"	.29		.21	.50	6,592½	32.96
Osage City	"	.29		.36	.65	175	1.14
Osawatomie	"	.29		.28	.57	2,800	15.96

3146 *Respondent's Exhibit No. 213.*

Greenville	"		.26	.26	7,200	18.72	
Jacksonville	"		.30	.30	47,662½	142.99	
Jerseyville	"		.23	.23	7,200	16.56	
Kewanee	"		.42	.42	17,925	75.29	
Lawrenceville	"		.37	.37	6,687½	24.74	
Lebanon	"		.22	.22	17,237	37.92	
Macomb	"		.38	.38	10,937½	41.56	
Mattoon	"		.34	.34	52,049½	176.97	
Monmouth	"		.39	.39	18,087½	70.35	
Mt. Carmel	"		.37	.37	9,262½	34.27	
Mt. Vernon	"		.29	.29	15,015½	43.54	
Pana	"		.39	.39	9,937½	38.76	
Peoria	"	T/L	.26				
	"	LCL	.37	Avg .32	181,875	582.00	
Quincy	"	T/L	25				

ILLINOIS

					Pounds		
Aledo	St. Louis		.42	.42	6,050	$ 25.41	
Alexander	"		.31	.31	8,150	25.27	
Alton	"		.20	.20	51,576	103.15	
Anna	"		.33	.33	6,812½	22.48	
Belleville	"		.19	.19	19,900	37.81	
Bloomington	"		.37	.37	52,375	193.79	
Canton	"		.38	.38	6,912½	26.27	
Centralia	"		.27	.27	17,750	47.93	
Collinsville	"		.19	.19	7,925	15.06	
Decatur	"	T/L	.22				
	"	LCL	.32	Avg .27	158,112½	426.90	
Edwardsville	"		.20	.20	14,750	29.50	
Fairfield	"		.32	.32	8,524½	27.28	
Galesburg	"		.39	.39	35,987½	140.35	
Galva	"		.40	.40	9,912½	39.65	

Respondent's Exhibit No. 213.

Dallas Center	St. Louis	.70	.70	10,500	73.50
Davenport	"	C/L .26			
	"	T/L .30	Est. .35	157,025	549.59
	"	LCL .43			
Des Moines	"	C/L .32½			
	"	T/L .45	Est. .50	233,650	1168.25
	"	LCL .65			
Dubuque	"	T/L .34			
	"	LCL .49	Est. .40	66,300	265.20
Estherville	"	84	84	8,625	72.45
Atlantic	"	.70	.70	16,512½	115.59
Boone	"	.40	.40	86,862½	347.45
Burlington	"	.76	.76	15,700	119.32
Carroll	"	.65	.65	13,725	89.21
Cedar Falls	"	T/L .42			
Cedar Rapids	"	LCL .56	Avg .49	118,675	581.51
	"	.60	.60	15,137½	90.83
Chariton	"	.69	.69	13,625	94.01
Charles City	"	.72	.72	16,312½	117.45
Clarinda	"	.76	.76	8,225	62.51
Clarion	"	.46	.46	29,762½	136.91
Clinton	"	.10	.39	17,400	67.86
Council Bluffs	Omaha				

Macon	"		.42	.42	6,312	26.51
Mexico	"		.34	.34	17,261	58.69
Marshall	"		.43	.43	7,974	34.29
Moberly	"		.39	.39	14,512½	56.60
New London	"		.32	.32	9,150	29.28
Poplar Bluff	"		.41	.41	10,900	44.69
Rolla	"		.35	.35	9,422	32.98
St. James	"		.34	.34	7,200	24.48
St. Joseph	Kansas City	.29	.25	.54	82,347½	444.68
Sedalia	St. Louis					

Carrollton	St. Louis		.46	.46	7,896	$ 36.32
Chillicothe	"		.48	.48	11,649½	55.92
Columbia	"		.36	.36	35,100	126.36
Flat River	"		.26	.26	9,925	25.81
Fulton	"		.34	.34	7,337½	24.95
Hannibal	"		.32	.32	23,275	74.48
Independence	Kansas City	.29	.18	.49	10,065½	47.31
Jefferson City	St. Louis		.36	.36	8,285	29.83
Kansas City	Kansas City	.29		.29	433,333	1256.67
Kennett	St. Louis		.62	.62	13,717	85.05
Kirksville	"		.45	.45	6,286	28.29

6140 NATIONAL LEAD CO.—ST. LOUIS BRANCH SHEET NO. 2

WHITE LEAD IN OIL—TONNAGE & FREIGHT

DIFFERENTIAL TERRITORY—¼¢ YEAR 1941

NATIONAL LEAD CO.—ST. LOUIS BRANCH
WHITE LEAD IN OIL—TONNAGE & FREIGHT
YEAR 1941

DIFFERENTIAL TERRITORY—¼¢

	1	2	3	4	5	6	7
			L. C. L. Rates from Warehouse to Customer		(2+3+4)		(5×6)
Destination	Shipped From	Carload Rate to Warehouse	Cartage to R. R.	R. R. Rate	Total Applicable Rate	Tonnage	Applicable Freight
KANSAS						Pounds	
Ottawa	Kansas City	.29		.29	.58	6,500	$ 37.70
Parsons	"	.29		.49	.78	13,741	107.18
Peabody	"	.29		.55	.84	1,325	11.13
Pittsburg	"	.29		.47	.76	16,987½	129.11
Pratt	"	.29		.72	1.01	1,675	16.92
Russell	"	.29		.71	1.00	300	3.00
Sabetha	"	.29		.38	.67	1,900	12.73
Salina	"	.29		.59	.88	8,450	74.36
Seneca	"	.29		.44	.73	387½	2.83
Smith Center	"	.29		.72	1.01	50	.51
Tonganoxi	"	.29		.26	.55	350	1.93
Topeka	"	.29		.31	.60	29,137½	174.83
Valley Falls	"	.29		.31	.60	2,600	15.60
Wakeeney	"	.29		.78	1.07	187	2.00
Wichita	St. Louis		T/L	.65	.65	60,487½	393.17
Winfield	Kansas City	.29		.64	.93	1,850	17.21
Yates Center	"	.29		.44	.73	762	5.56
Misc. (Other Towns)	"	.29		.45	.74	404	2.99
			Total Kansas			230,584	1622.70
NEBRASKA							
Alliance	Omaha	.29		.77	1.06	3,550	37.63
Ashland	"	.29		.25	.54	512½	2.77
Auburn	"	.29		.34	.63	650	4.10
Aurora	"	.29		.44	.73	1,950	14.24
Beatrice	"	.29		.39	.68	6,055	41.17
Bennington	"	.29		.21	.50	137½	.69
Broken Bow	"	.29		.56	.85	475	4.04
Columbus	"	.29		.37	.66	1,232½	8.13
Crete	"	.29		.35	.64	850	5.44
Dawson	"	.29		.37	.66	300	1.98
Elkhorn	"	.29		.22	.51	550	2.81
Fairbury	"	.29		.42	.71	2,450	17.40
Falls City	"	.29		.40	.69	4,410	30.43
Fremont	"	.29		.26	.55	12,300	67.65

Respondent's Exhibit No. 213.

NATIONAL LEAD CO.—ST. LOUIS BRANCH
WHITE LEAD IN OIL—TONNAGE & FREIGHT

DIFFERENTIAL TERRITORY—¼¢ YEAR 1941

1	2	3	4	5	6	7
		L. C. L. Rates from Warehouse to Customer		(2+3+4)		(5×6)
Destination	Shipped From	Carload Rate to Warehouse	Cartage to R. R.	R. R. Rate	Total Applicable Rate	Tonnage	Applicable Freight
NEBRASKA						Pounds	
Geneva	Omaha	.29		.42	.71	362½	$ 2.57
Grand Island	"	.29		.46	.75	10,117	75.88
Gretna	"	.29		.22	.51	225	1.15
Hastings	"	.29		.47	.76	3,250	24.70
Herman	"	.29		.26	.55	750	4.13
Holdrege	"	.29		.55	.84	1,150	9.66
Humboldt	"	.29		.37	.66	1,593	10.51
Kearney	"	.29		.52	.81	4,537½	36.75
Lexington	"	.29		.56	.85	100	.85
McCook	"	.29		.65	.94	1,625	15.28
Nebraska City	"	.29		.29	.58	4,445	25.78
Norfolk	"	.29		.41	.70	1,325	9.28
North Platte	"	.29		.64	.93	2,200	20.46
Ogallala	"	.29		.70	.99	175	1.73
Papillion	"	.29		.20	.49	750	3.68
Pawnee City	"	.29		.39	.68	25	.17
Plattsmouth	"	.29		.22	.51	512½	2.61
Ponca	"	.29		.40	.69	250	1.73
Rushville	"	.29		.75	1.04	637½	6.63
St. Paul	"	.29		.47	.76	1,362½	10.36
Scottsbluff	"	.29		.81	1.10	4,375	48.13
Seward	"	.29		.34	.63	2,600	16.38
Sidney	"	.29		.77	1.06	250	2.65
Stanton	"	.29		.39	.68	100	.68
Springfield	"	.29		.22	.51	625	3.19
Tekamah	"	.29		.28	.57	275	1.57
Valentine	"	.29		.65	.94	1,354½	12.73
Wahoo	"	.29		.28	.57	2,337½	13.32
Wausa	"	.29		.45	.74	625	4.63
Wayne	"	.29		.40	.69	650	4.49
Weeping Water	"	.29		.25	.54	100	.54
Wisner	"	.29		.36	.65	37	.24
York	"	.29		.41	.70	1,262½	8.84
Total Nebraska						85,406½	619.78

3148

Respondent's Exhibit No. 213.

NATIONAL LEAD CO.—ST. LOUIS BRANCH

WHITE LEAD IN OIL—TONNAGE & FREIGHT

DIFFERENTIAL TERRITORY—¼¢

YEAR 1941

Destination	Shipped From	Carload Rate to Warehouse	L. C. L. Rates from Warehouse to Customer: Cartage to R. R.	L. C. L. Rates from Warehouse to Customer: R. R. Rate	Total Applicable Rate (2+3+4)	Tonnage	Applicable Freight (5×6)
	1	2	3	4	5	6	7
NORTH DAKOTA						Pounds	
Bismarck	St. Paul	.34		1.15	1.49	1,787½	$ 26.63
Devils Lake	"	.34		1.01	1.35	500	6.75
Fargo	"	.34		.52	.86	15,587½	134.05
Grafton	"	.34		.81	1.15	100	1.15
Grand Forks	"	.34		.61	.95	10,881½	103.37
Jamestown	"	.34		.95	1.29	1,010	13.03
Minot	"	.34		1.03	1.37	5,700	78.09
Wahpeton	"	.34		.50	.84	379½	3.19
			Total North Dakota			35,946	366.26
SOUTH DAKOTA							
Aberdeen	"	.34		.72	1.06	14,025	148.67
Belle Fourche	Omaha	.29		1.13	1.42	500	7.10
Deadwood	"	.29		1.13	1.42	16,287½	231.28
Hot Springs	"	.29		1.07	1.36	100	1.36
Huron	"	.29		.71	1.00	4,057	40.57
Madison	"	.29		.60	.89	100	.89
Mitchell	"	.29		.64	.93	3,712½	34.53
Newell	"	.29		1.18	1.47	612½	9.00
Rapid City	"	.29		1.08	1.37	6,300	86.31
Redfield	St. Paul	.34		.74	1.08	2,200	23.76
Sioux Falls	Omaha	.29		.52	.81	23,600	191.16
Watertown	St. Paul	.34		.64	.98	1,812½	17.76
Yankton	Omaha	.29		.53	.82	4,100	33.62
			Total South Dakota			77,407	826.01

Respondent's Exhibit No. 213.

Greenville	"	.26	.26	7,200	18.72
Jacksonville	"	.30	.30	47,662½	142.99
Jerseyville	"	.23	.23	7,200	16.56
Kewanee	"	.42	.42	17,925	75.29
Lawrenceville	"	.37	.37	6,687½	24.74
Lebanon	"	.22	.22	17,237	37.92
Macomb	"	.38	.38	10,937½	41.56
Mattoon	"	.34	.34	52,049½	176.97
Monmouth	"	.39	.39	18,037½	70.35
Mt. Carmel	"	.37	.37	9,262½	34.27
Mt. Vernon	"	.29	.29	15,015½	43.54
Pana	"	.39	.39	9,937½	38.76
Peoria	"	T/L .26			
	"	LCL .37	Avg .32	181,875	582.00
Quincy	"	T/L .25			
	"	LCL .35	Avg .30	66,100	198.30
Springfield	"	T/L .27			
	"	LCL .31	Avg .29	94,100	272.89
Taylorville	"	.29	.29	13,150	38.14
Misc. (Other Towns)	"	.31	.31	314,046	973.54
Total Par Illinois (Except St. L. Met Area)				1,293,161	3947.39
ILLINOIS & MISSOURI					
St. Louis proper and Metropolitan Area	"			1,267,083½	1334.24 Actual
Total Par Territory				2,560,244½	5281.63

Respondent's Exhibit No. 213.

Dallas Center	St. Louis		.70		.70	10,500	73.50	
Davenport	"	C/L	.26					
	"	T/L	.30	Est.	.35	157,025	549.59	
	"	LCL	.43					
Des Moines	"	C/L	.32½					
	"	T/L	.45	Est.	.50	233,650	1168.25	
	"	LCL	.65					
Dubuque	"	T/L	.34					
	"	LCL	.49	Est.	.40	66,300	265.20	
Estherville	"		.84		.84	8,625	72.45	
Fairfield	"		.51		.51	15,850	80.84	
Fort Dodge	"		.76		.76	24,537½	186.49	
Grinnell	"		.60		.60	8,000	48.00	
Guthrie Center	"		.73		.73	15,075	110.05	
Independence	"		.62		.62	9,812½	60.84	
Iowa City	"		.53		.53	30,287½	160.52	
Keokuk	"		.39		.39	11,675	45.53	

6136

SHEET NO. 1-A

IOWA						Pounds	
Marshalltown	St. Louis		.65		.65	29,437½	$ 191.34
Mason City	"		.75		.75	20,900	156.75
Muscatine	"		.45		.45	18,075	81.34
Newton	"		.63		.63	19,450	122.54
Oskaloosa	"		.57		.57	10,150	57.86
Ottumwa	"		.53		.53	87,128½	461.78
Perry	"		.70		.70	17,700	123.90
Red Oak	"		.75		.75	7,600	57.00
Sac City	"		.78		.78	10,425	81.32
Shenandoah	Omaha	.29	.25		.54	8,302½	44.83
Sioux City	"	.29	.28		.57	123,500	703.95
Storm Lake	St. Louis		.80		.80	10,881½	87.05
Vinton	"		.59		.59	12,100	71.39
Waterloo	"		.63		.63	54,784½	345.14

Macon	"			.42	.42	6,312	26.51
Mexico	"			.34	.34	17,261	58.69
Marshall	"			.43	.43	7,974	34.29
Moberly	"			.39	.39	14,512½	56.60
New London	"			.32	.32	9,150	29.28
Poplar Bluff	"			.41	.41	10,900	44.69
Rolla	"			.35	.35	9,422	32.98
St. James	"			.34	.34	7,200	24.48
St. Joseph	Kansas City	.29		.25	.54	82,347½	444.68
Sedalia	St. Louis			.45	.45	18,562½	83.53
Sikeston	"			.48	.48	9,637½	46.26
Springfield	"			.48	.48	64,852	311.29
Misc. (Other Towns)	"			.44	.44	282,717	1243.95
			Total ⅛¢ Missouri			1,147,780	4378.15
WISCONSIN							
Ashland	St. Paul	.34		.52	.86	10,754	92.48
Eau Claire	"	.34		.40	.74	31,900	236.06
La Crosse	St. Louis			.69	.69	63,384½	437.35
Menomonie	St. Paul	.34		.35	.69	11,301	77.98
Superior	"	.34		.44	.78	20,650	161.07
Misc. (Other Towns)	"	.34		.43	.77	11,965	92.13
			Total Wisconsin			149,954	1097.07
			Total ⅛¢ Differential			4,457,514½	21,304.06
			Cartage: Kansas City				357.07
			Omaha				234.99
			St. Paul & Minneapolis				559.20
							$22,455.32

NATIONAL LEAD CO.—ST. LOUIS BRANCH
WHITE LEAD IN OIL—TONNAGE & FREIGHT

DIFFERENTIAL TERRITORY—⅛¢

YEAR 1941

1	2	3	4	5	6	7
		L. C. L. Rates from Warehouse to Customer		(2+3+4)		(5×6)
Destination	Shipped From	Carload Rate to Warehouse	Cartage to R. R.	R. R. Rate	Total Applicable Rate	Tonnage	Applicable Freight
TENNESSEE							
Brownville	St. Louis			.62	.62	162½	1.01
Covington	"			.62	.62	2,487½	15.42
Dresden	"			.51	.51	1,125	5.74
Dyersburg	"			.57	.57	6,250	35.63
Humboldt	"			.59	.59	4,000	23.60
Jackson	"			.61	.61	4,850	29.59
Martin	"			.51	.51	3,237½	16.51
Memphis	Memphis	.54		.05	.59	209,200	1234.28
Paris	St. Louis			.56	.56	7,199	40.31
Ripley	"			.62	.62	4,500	27.90
Samburg	"			.57	.57	350	2.00
Trenton	"			.59	.59	1,775	10.47
Union City	"			.50	.50	1,737½	8.69
					Total Tennessee	246,874	1451.15
					Grand Total ¼¢ Differential	676,217½	4885.90

6143

SHEET NO. 1

						Pounds	
ALABAMA							
Mobile	New Orleans	.58	.46	1.04		53,262½	$ 553.93
					Total Arkansas	53,262½	553.93
ARKANSAS							
Arkadelphia	St. Louis			.99	.99	225	2.23
Benton	"			.91	.91	1,312½	11.94
Berryville	"			.83	.83	885	7.35
Blytheville	"			.63	.63	8,825	55.60
Boonville	"			1.02	1.02	812½	8.29
Calico Rock	"			.85	.85	462½	3.93
Camden	"			.99	.99	922½	9.13
Clarksville	"			.97	.97	3,037½	29.46

3150

Respondent's Exhibit No. 213.

NATIONAL LEAD CO.—ST. LOUIS BRANCH
WHITE LEAD IN OIL—TONNAGE & FREIGHT

DIFFERENTIAL TERRITORY—3/8¢

YEAR 1941

	1	2	3	4	5	6	7
			L. C. L. Rates from Warehouse to Customer		(2+3+4)		(5×6)
Destination	Shipped From	Carload Rate to Warehouse	Cartage to R. R.	R. R. Rate	Total Applicable Rate	Tonnage	Applicable Freight
Conway	St. Louis			.89	.89	2,725	24.25
Cotter	"			.92	.92	887½	8.17
Dardanelle	"			1.02	1.02	1,075	10.97
Dumas	"			.93	.93	2,000	18.60
El Dorado	"			1.01	1.01	2,181½	22.03
Eureka Springs	"			.83	.83	600	4.98
Fayetteville	"			.83	.83	11,175	92.75
Fordyce	"			.93	.93	3,375	31.39
Forrest City	"			.79	.79	1,475	11.65
Fort Smith	"			.93	.93	22,100	205.53
Harrison	"			.92	.92	787½	7.25
Helena	"			.84	.84	462½	3.89
Hope	"			.99	.99	500	4.95
Hot Springs	"			.94	.94	15,142	142.33
Hughes	"			.79	.79	1,575	12.44
Jonesboro	"			.67	.67	10,429½	69.88
Little Rock	"		T/L	.58			
			LCL	.85 Est.	.71	112,500	798.75
Magnolia	"			1.11	1.11	1,662½	18.45
Malvern	"			.91	.91	87½	.80
Marianna	"			.79	.79	150	1.19
Marked Tree	"			.79	.79	2,562½	20.24
Mena	"			1.09	1.09	50	.55
Monticello	"			.99	.99	1,050	10.40
Morrilton	"			.93	.93	7,275	67.66
Nashville	"			1.04	1.04	525	5.46
Newport	"			.79	.79	512½	4.05
Osceola	"			.79	.79	6,637½	52.44
Ozark	"			.97	.97	625	6.06
Paragould	"			.63	.63	3,925	24.73
Pine Bluff	"			.89	.89	15,900	141.51
Prescott	"			.99	.99	812½	8.04
Rector	"			.63	.63	1,012½	6.38
Rogers	"			.83	.83	4,012½	33.30
Russellville	"			.93	.93	2,837½	26.39

Respondent's Exhibit No. 213.

3151

NATIONAL LEAD CO.—ST. LOUIS BRANCH

WHITE LEAD IN OIL—TONNAGE & FREIGHT

DIFFERENTIAL TERRITORY—3/8¢

YEAR 1941

Destination	Shipped From	Carload Rate to Warehouse	L. C. L. Rates from Warehouse to Customer (2+3+4)			Tonnage	(5×6) Applicable Freight
			Cartage to R. R.	R. R. Rate	Total Applicable Rate		
	1	2	3	4	5	6	7
ARKANSAS						Pounds	
Searcy	St. Louis			.79	.79	862	$ 6.81
Siloam Springs	"			.94	.94	875	8.23
Stuttgart	"			.85	.85	775	6.59
Texarkana	"			1.04	1.04	32,862½	341.77
Walnut Ridge	"			.67	.67	2,587½	17.34
West Helena	"			.84	.84	300	2.52
West Memphis	"			.79	.79	1,937½	15.31
West Memphis (Bridge Jct.)	"			.79	.79	25,000	197.50
Wynne	"			.79	.79	1,150	9.09
			Total Arkansas			321,460	2630.55
FLORIDA							
De Funiak Springs	New Orleans	.58		.70	1.28	12½	.16
Marianna	"	.58		.76	1.34	675	9.05
Panama City	St. Louis			1.11	1.11	4,500	49.95
Pensacola	New Orleans	.58		.61	1.19	13,762½	163.77
			Total Florida			18,950	222.93

LOUISIANA						
Alexandria	New Orleans	.58	.65	1.23	19,225	236.47
Arabi	"	.58	.20	.78	10,000	78.00
Baton Rouge	"	.58	.35	.93	9,537½	88.70
Burrwood	"	.58	.40	.98	5,000	49.00
Covington	"	.58	.29	.87	5,750	50.03
Lake Charles	"	.58	.68	1.26	14,137½	178.13
Minden	St. Louis		1.11	1.11	5,637½	62.58
Monroe	"		1.04	1.04	11,550	120.12
New Orleans	New Orleans	.58		.58	334,720	1941.38
Shreveport	St. Louis		1.11	1.11	67,775	742.30
Misc. (Other Towns)	New Orleans	.58	.35	.93	50,272	467.53
			Total Louisiana		533,604½	4024.24
MISSISSIPPI						
Columbus	St. Louis		.81	.81	9,337½	75.63
Greenville	"		.85	.85	12,975	110.29
Greenwood	"		.83	.83	36,062½	299.32
Hattiesburg	New Orleans	.58	.43	1.01	22,062½	222.83
Jackson	St. Louis		.89	.89	63,200	562.48
Laurel	"		.93	.93	27,000	251.10
Meridian	"		.89	.89	17,675	157.31
Tupelo	"		.74	.74	15,537½	114.98
Vicksburg	"		.92	.92	32,625	300.15
Misc. (Other Towns)	"		.85	.85	61,609	523.68
			Total Mississippi		298,084	2617.77
			Total ⅝¢ Differential		1,225,361	10,049.42
			Cartage New Orleans			230.58
						10,280.00

NATIONAL LEAD CO.—ST. LOUIS BRANCH
WHITE LEAD IN OIL—TONNAGE & FREIGHT

DIFFERENTIAL TERRITORY—½¢

YEAR 1941

1	2	3	4	5	6	7
		L. C. L. Rates from Warehouse to Customer		(2+3+4)		(5×6)
Destination	Shipped From	Carload Rate to Warehouse	Cartage to R. R.	R. R. Rate	Total Applicable Rate	Tonnage	Applicable Freight
COLORADO						Pounds	
Colorado Springs	Denver	.58		.43	1.01	15,137½	$ 152.89
Denver	"	.58	Local	.10	.68	162,237½	1103.22
Grand Junction	"	.58		.99	1.57	12,350	193.90
Pueblo	"	.58		.53	1.11	24,887½	276.25
Lowry Field	"	.58	Local	.10	.68	2,000	13.60
La Junta	"	.58		.64	1.22	175	2.14
			Total Colorado			216,787½	1742.00
OKLAHOMA							
Ada	St. Louis			1.02	1.02	1,100	11.22
Altus	"			1.02	1.02	3,125	31.88
Anadarko	"			1.02	1.02	575	5.87
Ardmore	"			1.19	1.19	6,037½	71.85
Bartlesville	"			1.02	1.02	2,000	20.40
Chickasha	"			1.02	1.02	362½	3.70
Clinton	"			1.02	1.02	2,600	26.52
Durant	"			1.02	1.02	2,612½	26.65
Duncan	"			1.02	1.02	50	.51
Enid	"			1.02	1.02	2,912½	29.71
Ft. Sill	"			1.20	1.20	24,000	288.00
Guthrie	"			1.02	1.02	1,275	13.01
Holdenville	"			1.02	1.02	1,550	15.81
Lawton	"			1.20	1.20	7,050	84.60
McAlester	"			1.02	1.02	4,054	41.35
Muskogee	"			.94	.94	13,375	125.73
Norman	"			1.02	1.02	1,987½	20.27
Nowata	"			1.02	1.02	100	1.02
Oklahoma City	"		T/L	.74	.74	30,580	226.29
Okmulgee	"			1.02	1.02	4,925	50.24
Pawhuska	"			1.02	1.02	700	7.14
Ponca City	"			1.02	1.02	2,462½	25.12
Sapulpa	"			1.02	1.02	2,450	24.99

3154 *Respondent's Exhibit No. 213.*

SHEET NO. 2

WHITE LEAD IN OIL—TONNAGE & FREIGHT
NATIONAL LEAD CO.—ST. LOUIS BRANCH

DIFFERENTIAL TERRITORY—½¢

YEAR 1941

	1	2	3	4	5	6	7
			L. C. L. Rates from Warehouse to Customer		(2+3+4)		(5×6)
Destination	Shipped From	Carload Rate to Warehouse	Cartage to R. R.	R. R. Rate	Total Applicable Rate	Tonnage	Applicable Freight
OKLAHOMA						Pounds	
Seminole	St. Louis			1.02	1.02	2,500	$ 25.50
Shawnee	"			1.08	1.08	9,662½	104.36
Stillwater	"			1.02	1.02	3,112½	31.75
Tulsa	"		T/L	.64	.64	50,092½	320.59
Vinita	"			1.02	1.02	3,925	40.04
Woodward	"			1.02	1.02	550	5.61
			Total Oklahoma			185,726½	1679.73
		Cartage:	Oklahoma City				30.58
			Tulsa				50.09
							1760.40
WYOMING							
Casper	St. Louis			1.55	1.55	3,500	54.25
Cheyenne	"			1.45	1.45	4,475	64.89
Ft. Francis E. Warren	"			1.45	1.45	500	7.25
Sheridan	"			1.79	1.79	11,562½	206.97
			Total Wyoming			20,037½	333.36
			Grand Total ½¢ Differential			422,551½	3835.76

Respondent's Exhibit No. 213.

6147

SHEET NO. 1

NATIONAL LEAD CO.—ST. LOUIS BRANCH
WHITE LEAD IN OIL—TONNAGE & FREIGHT

DIFFERENTIAL TERRITORY—¾¢

YEAR 1941

	1	2	3	4	5	6	7
			L. C. L. Rates from Warehouse to Customer		(2+3+4)		(5×6)
Destination	Shipped From	Carload Rate to Warehouse	Cartage to R. R.	R. R. Rate	Total Applicable Rate	Tonnage	Applicable Freight
TEXAS						Pounds	
Abilene	Dallas	.48		.63	1.11	16,450	$ 182.60
Alpine	"	.48		1.25	1.73	250	4.33
Amarillo	St. Louis			1.34	1.34	34,312½	459.79
Athens	Dallas	.48		.36	.84	550	4.62
Austin	"	.48		.63	1.11	36,917½	409.78
Beaumont	"	.48		.80	1.28	7,705	98.62
Big Springs	"	.48		.80	1.28	1,712½	21.92
Bonham	"	.48		.40	.88	2,650	23.32
Bowie	"	.48		.41	.89	350	3.12
Breckenridge	"	.48		.54	1.02	637½	6.50
Brenham	"	.48		.65	1.13	912½	10.31
Brownwood	"	.48		.58	1.06	2,200	23.32
Bryan	"	.48		.56	1.04	1,275	13.26

Burnett	Dallas	.48		.65	1.13	2,000	22.60
Cisco	"	.48		.52	1.00	600	6.00
Clarksville	"	.48		.55	1.03	25	.26
Cleburne (R. R. Sales)	"	.48			.48	1,500	7.20
Cleburne	"	.48		.31	.79	2,700	21.33
College Station	"	.48		.56	1.04	737½	7.67
Comanche	"	.48		.52	1.00	1,000	10.00
Corpus Christi	"	.48		.97	1.45	11,840	171.68
	(St. Louis		C/L	.76	.76	120,000	912.00
Corsicana	Dallas	.48		.31	.79	7,650	60.44
Crockett	"	.48		.61	1.09	1,362½	14.85
Cuero	"	.48		.78	1.26	2,887½	36.38
Dallas	"	.48			.48	105,750	507.60
Denison	"	.48		.35	.83	2,987½	24.80
Denton	"	.48		.28	.76	13,050	99.18
Eastland	"	.48		.50	.98	425	4.17
Ennis	"	.48		.26	.74	3,000	22.20
Florine	"	.48		.78	1.26	2,400	30.24
Ft. Sam Houston	"	.48		.78	1.26	15,000	189.00
Ft. Worth	"	.48		.26	.74	39,287½	290.73
Gainesville	"	.48		.39	.87	1,600	13.92
Galveston	Houston	.58		.30	.88	39,050	343.64
Gilmer	Dallas	.48		.52	1.00	200	2.00
Graham	"	.48		.47	.95	3,450	32.78
Hawkins	"	.48		.48	.96	111	1.07
Harlingen	"	.48		1.08	1.56	600	9.36
Honey Grove	"	.48		.45	.93	350	3.26
Houston	Houston	.58			.58	106,662½	618.64
Huntsville	Dallas	.48		.72	1.20	7,337½	88.05
Jacksonville	"	.48		.45	.93	62½	.58

WHITE LEAD IN OIL—TONNAGE & FREIGHT
NATIONAL LEAD CO.—ST. LOUIS BRANCH

DIFFERENTIAL TERRITORY—¾¢

YEAR 1941

	1	2	3	4	5	6	7
			L. C. L. Rates from Warehouse to Customer		(2+3+4)		(5×6)
Destination	Shipped From	Carload Rate to Warehouse	Cartage to R. R.	R. R. Rate	Total Applicable Rate	Tonnage	Applicable Freight
TEXAS						Pounds	
Kerrville	Dallas	.48		.89	1.37	287	$ 3.93
Kelley Field	St. Louis			1.40	1.40	20,000	280.00
Lamesa	Dallas	.48		.95	1.43	1,230	17.59
Laredo	"	.48		.99	1.47	2,275	33.44
Lubbock	St. Louis			1.50	1.50	5,575	83.63
Marshall	Dallas	.48		.54	1.02	3,162½	32.26
Midland	"	.48		.86	1.34	13,400	179.56
Mineola	"	.48		.37	.85	1,295	11.01
Mineral Wells	"	.48		.37	.85	3,950	33.58
Nacagdoches	"	.48		.56	1.04	125	1.30
Orange	"	.48		.84	1.32	9,125	120.45
Petrolia	"	.48		.55	1.03	25	.26
Palestine	"	.48		.52	1.00	1,750	17.50

Pampa	Dallas	.48	.89	1.37	200	2.74
Paris	"	.48	.43	.91	3,087½	28.10
Plainview	"	.48	.89	1.37	2,900	39.73
Port Arthur	"	.48	.84	1.32	262½	3.47
Prairie View	"	.48	.55	1.03	12½	.13
Rice	"	.48	.55	1.03	100	1.03
Rusk	"	.48	.50	.98	6,000	58.80
Ranger	"	.48	.47	.95	115	1.09
San Angelo	"	.48	.78	1.26	16,537½	208.37
San Antonio	"	.48	.88	1.36	80,787	1098.70
Sanatorium	"	.48	.80	1.28	1,000	12.80
San Marcos	"	.48	.69	1.17	400	4.68
Seguin	"	.48	.80	1.28	525	6.72
Sherman	"	.48	.33	.81	7,012½	56.80
Stephensville	"	.48	.43	.91	7,500	68.25
Sweetwater	"	.48	.72	1.20	2,825	33.90
Telferner	"	.48	.84	1.32	1,000	13.20
Temple	"	.48	.47	.95	287½	2.73
Terrell	"	.48	.28	.76	2,025	15.39
Uvalde	"	.48	.92	1.40	912½	12.78
Velasco	"	.48	.80	1.28	200	2.56
Victor	"	.48	.84	1.32	6,312½	83.33
Waco	"	.48	.40	.88	36,000	316.80
Wichita Falls	"	.48	.52	1.00	24,700	247.00
Wills Point	"	.48	.31	.79	412½	3.26
Mexia	"	.48	.37	.85	665½	5.66
Total Texas and ¾¢ Differential					863,528	7955.65
Plus Cartage Dallas						54.67
						8010.32

NATIONAL LEAD CO.—ST. LOUIS BRANCH
WHITE LEAD IN OIL—TONNAGE & FREIGHT

DIFFERENTIAL TERRITORY—1¢

YEAR 1941

	1	2	3	4	5	6	7
			L. C. L. Rates from Warehouse to Customer		(2+3+4)		(5×6)
Destination	Shipped From	Carload Rate to Warehouse	Cartage to R. R.	R. R. Rate	Total Applicable Rate	Tonnage	Applicable Freight
						Pounds	
NEW MEXICO							
Alamagordo	St. Louis			1.69	1.69	1,050	$ 17.75
Albuquerque	"			1.68	1.68	15,750	264.60
Gallup	"			2.27	2.27	437½	9.93
Las Vegas	"			1.59	1.59	587½	9.34
Loving	"			1.65	1.65	700	11.55
Roswell	"			1.58	1.58	2,725	43.06
Santa Fe	"			1.68	1.68	2,800	47.04
Silver City	"			1.98	1.98	687½	13.61
Total New Mexico						24,837½	416.88
TEXAS							
El Paso	"			1.78	1.78	19,450	346.21
Grand Total 1¢ Differential						44,287½	763.09

6150 **RESPONDENT EXHIBIT NO. 214.**

1941 Sales of Dry White Lead.

	Total Pounds Sold	Total Freight & Cartage	Average Freight per Cwt.
Par	3,577,053	12,559.39	.351
Plus ¼¢	488,550	3,744.59	.766

6151

RESPONDENT'S EXHIBIT NO. 215.

			Manufacturing Branch to Selling Branch to Customer						Mfg. Branch to Customer		
Manufacturing Branch	Weight in Pounds	C. L. Rate Cwt.	Selling Branch	Cost	Rate Cwt. L. C. L.	Customer's Location	Cost	Total Cost	C. L. Rate Cwt.	Total Cost	L. C. L. Rate Cwt.	Total Cost
Pacific Coast—Melrose, Calif.	464,000	—	Melrose	—	.51	Los Angeles, Cal.	2,366.40	2,366.40	.28	1,299.20	.51	2,366.40
	60,000	—	"	—	.15	Palo Alto	90.00	90.00	.09	54.00	.15	90.00
	64,000	—	"	—	.415	Redondo Beach	265.60	265.60	.28	179.20	.415	265.60
	142,000	—	"	—	.30	Stockton	426.00	426.00	.10	142.00	.30	426.00
	266,000	—	"	—	.73	Portland, Ore.	1,941.80	1,941.80	.39	1,037.40	.73	1,941.80
	182,000	—	"	—	.94	Salt Lake City, Utah	1,710.80	1,710.80	.56	1,019.20	.94	1,710.80
	248,000	—	"	—	.85	Seattle, Wash	2,108.00	2,108.00	.44	1,091.20	.85	2,108.00
St. Louis	87,520	—	St. Louis	—	.77	Little Rock, Ark.	673.90	673.90	.46	402.59	.77	673.90
	461,675	—	"	—	1.27	Denver, Colo.	5,863.27	5,863.27	.58	2,677.71	1.27	5,863.27
	170,175	—	"	—	.61	Des Moines	1,038.07	1,038.07	.36	612.63	.61	1,038.07
	917,575	.25	Cincinnati	2,293.94	.34	Louisville, Ky.	3,119.76	5,413.70	.23	2,110.42	.46	4,220.85
	40,000	.585	New Orleans Whse.	234.00	1.05	New Orleans, La.	20.00	254.00	.585	234.00	1.05	420.00
	203,725	.34	St. Paul Whse.	692.67	.05	Minneapolis, Minn.	101.86	794.53	.34	692.67	.70	1,426.08
	204,750	.34	"	696.15	.05	St. Paul	102.38	798.53	.34	696.15	.70	1,433.25
	40,400	—	St. Louis	—	.89	Meriden, Miss.	359.56	359.56	.53	214.12	.89	359.56
	80,400	—	"	—	.46	Kansas City, Mo.	369.84	369.84	.195	156.78	.46	369.84
	216,050	—	"	—	.46	No. Kansas City, Mo.	993.83	993.83	.195	421.30	.46	993.83
	87,000	.32	Cleveland	278.40	.05	Cleveland, Ohio	43.50	321.90	.32	278.40	.64	556.80
	64,200	.25	Cincinnati	160.50	.05	Crooksville, Ohio	32.10	192.60	.25	160.50	.51	327.42
	80,150	.35	Pittsburgh	280.53	.23	E. Liverpool, Ohio	184.35	464.88	.33	264.50	.66	528.99
	200,600	.25	Cincinnati	501.50	.38	Roseville, Ohio	762.28	1,263.78	.30	601.80	.60	1,203.60
	402,800	.25	"	1,007.00	.38	Zanesville, Ohio	1,530.64	2,537.64	.30	1,208.40	.60	2,416.80
	162,800	.25	"	407.00	.70	Erwin, Tenn.	1,139.60	1,546.60	.53	862.84	.89	1,448.92
	75,600	.41	Cinci.-Memphis Whse.	309.96	.05	Memphis, Tenn.	37.80	347.76	.41	309.96	.68	514.08
	80,000	—	St. Louis	—	1.24	Beaumont, Texas	992.00	992.00	.58	464.00	1.24	992.00
	43,500	.48	St. Louis-Dallas Whse.	208.80	.40	Houston, Texas	174.00	382.80	.58	252.30	1.27	552.45
	110,550	.35	Pittsburgh	386.93	.37	Clarksburgh, W. Va.	409.04	795.97	.35	386.93	.70	773.85
	66,500	.25	Cincinnati	166.25	.49	Mannington, W. Va.	325.85	492.10	.35	232.75	.70	465.50
	61,580	.35	Pittsburgh	215.53	.26	Wheeling, W. Va.	160.11	375.64	.33	203.21	.66	406.43
Chicago	943,575	.24	Cincinnati	2,264.58	.34	Louisville, Ky.	3,208.16	5,472.74	.24	2,264.58	.48	4,529.16
	526,000	.23	Detroit	1,209.80	.05	Detroit, Mich.	263.00	1,472.80	.23	1,209.80	.46	2,419.60
	40,000	—	Chicago	—	.39	Grand Rapids	156.00	156.00	.19	76.00	.39	156.00
	110,950	.325	St. Paul Whse.	360.59	.05	Minneapolis, Minn.	55.48	416.07	.325	360.59	.68	754.46
	168,050	.16	St. Louis	268.88	.48	No. Kansas City, Mo.	806.64	1,075.52	.265	445.33	.59	991.50
	702,000	.16	St. Louis	1,123.20	.05	St. Louis	351.00	1,474.20	.16	1,123.20	.46	3,229.20
	83,450	.24	Cincinnati	200.28	.32	Indianapolis, Ind.	267.04	467.32	.20	166.90	.40	333.80
	1,618,000	.25	Cleveland	4,045.00	.05	Cleveland, Ohio	809.00	4,854.00	.25	4,045.00	.51	8,251.80
	502,000	.24	Cincinnati	1,204.80	.33	Columbus, Ohio	1,656.60	2,861.40	.24	1,204.80	.48	2,409.60
	2,128,000	—	Chicago	—	.29	Milwaukee, Wis.	6,171.20	6,171.20	.12	2,553.60	.29	6,171.20
	320,000	.24	Cincinnati	768.00	.05	Norwood, Ohio	160.00	928.00	.24	768.00	.48	1,536.00
Atlantic—Perth Amboy	65,600	—	Perth Amboy	—	.34	Bridgeport, Conn.	223.04	223.04	.17	111.52	.34	223.04
	306,000	—	"	—	.99	Savannah, Ga.	3,029.40	3,029.40	.59	1,805.40	.99	3,029.40
	480,500	.16	Lewis	768.80	.32	Baltimore, Md.	1,537.60	2,306.40	.21	1,009.05	.42	2,018.10
	116,000	.24	Boston	278.40	.05	Boston, Mass.	58.00	336.40	.24	278.40	.48	556.80
Atlantic—Perth Amboy	250,000	.24	Boston	600.00	.05	Everett, Mass.	125.00	725.00	.24	600.00	.48	1,200.00
	120,000	—	Perth Amboy	—	.52	Newport News, Va.	624.00	624.00	.26	312.00	.52	624.00
	200,000	—	"	—	.32	Marcus Hook, Pa.	640.00	640.00	.16	320.00	.32	640.00
	446,000	—	"	—	.37	Schenectady	1,650.20	1,650.20	.19	847.40	.37	1,650.20
	926,000	—	"	—	.44	Providence, R. I.	4,074.40	4,074.40	.22	2,037.20	.44	4,074.40
	967,200	.24	Boston	2,321.28	.05	Malden, Mass.	483.60	2,804.88	.24	2,321.28	.48	4,642.56
John T. Lewis—Philadelphia	101,000	—	Lewis	—	.22	Wilmington, Del.	222.20	222.20	.11	111.10	.22	222.20
	440,500	—	"	—	.32	Baltimore, Md.	1,409.60	1,409.60	.16	704.80	.32	1,409.60
	75,200	—	"	—	.22	Trenton, N. J.	165.44	165.44	.11	82.72	.22	165.44
	132,800	—	"	—	.22	Morrisville, Pa.	292.16	292.16	.11	146.08	.22	292.16
	130,000	—	"	—	.22	Phoenixville, Pa.	286.00	286.00	.11	143.00	.22	286.00
	120,000	.26	Pittsburgh	312.00	.05	Pittsburgh, Pa.	60.00	372.00	.26	312.00	.52	624.00
	81,000	—	Lewis	—	.45	Norfolk, Va.	364.50	364.50	.23	186.30	.45	364.50
	438,000	—	"	—	.45	Richmond, Va.	1,971.00	1,971.00	.23	1,007.40	.45	1,971.00
Grand Total	17,821,375			23,564.77			58,462.60	82,027.37		44,819.61		90,669.81

Summary	Lbs. Shipped	Transportation Charges	Cost Per Cent
Mfg. Branch to Selling Branch (C. L.)—to Customer L. C. L.	17,821,375	82,027.37	460.50
Mfg. Branch to Customer C. L.	17,821,375	44,819.61	251.49
Mfg. Branch to Customer L. C. L.	17,821,375	90,669.81	508.77

6153 **RESPONDENT EXHIBIT NO. 216.**

NATIONAL LEAD COMPANY

Dry White Lead

	1939	1940	1941
Administrative Expense	$220,433.37	$228,489.65	$216,369.39
Selling Expense	345,183.47	342,160.99	360,534.66
Combined Total	$565,616.84	$570,650.64	$576,904.05
No. of Invoices Processed	76,238	76,853	76,932
Cost per Invoice—Avg.	7.42	7.43	7.50

	Mfg. Br. to Cust. C.L. 20 tons	Mfg. Br. to Cust. L.C.L. 5 tons	Excess L.C.L. Over C.L.
Freight Cost	100.60	50.88	
Invoice Cost	7.45	7.45	
	108.05	58.33	
Per Ton Cost	5.40	11.67	6.27

	Mfg. Br. to Cust. C.L. 20 ton	Mfg. Br. to Sell Br. C.L. Sell Br. to Customer L.C.L.—5 ton	
Freight Cost	100.60	46.05	
Invoice Cost	7.45	7.45	
	108.05	53.50	
Per Ton Cost	5.40	10.70	5.30

6154 **RESPONDENT EXHIBIT NO. 217.**

NATIONAL LEAD COMPANY

Atlantic Branch

Selling & Administrative Expenses

Account		1939	1940	1941
17	Office Salaries	141,003.32	145,658.75	134,774.01
18	Office Expense	36,341.10	38,737.37	37,618.64
19	Insurance	292.45	301.84	214.32
24	Rent	12,669.66	12,376.78	12,155.21
25	Taxes	14,583.83	15,332.50	15,199.68
27	Bad & Doubtful Accounts	3,038.25	2,917.52	4,499.33
28	Pensions	4,280.56	—	—
30	Group Life Insurance	2,832.37	—	—
30	Pensions & Group Life Insurance	—	7,531.94	7,501.33
37	Unemployment Insurance Tax	4,259.44	4,474.30	3,303.76
38	Federal Old Age Benefits Tax	1,132.39	1,158.65	1,103.11
	Total Administrative Expense	220,433.37	228,489.65	216,369.39
20	Salesmen's Salaries & Expense	133,191.32	136,861.70	138,645.69
21	Advertising	23,690.12	21,849.88	17,236.67
24	Rent	9,541.68	9,315.18	9,313.62
25	Taxes	—	—	—
28	Pensions	10,626.67	—	—
30	Group Life Insurance	6,381.87	—	—
30	Retirement An. ities & Group Life	—	17,559.03	18,729.21
33	Misc. Sales Expense	112,660.07	129,414.04	149,263.75
37	Unemployment Insurance Tax	10,809.68	11,291.47	11,007.18
38	Fed. Old Age Ben. Tax	3,171.26	3,342.48	3,663.33
35	Sales Promotion Expense	35,110.80	12,527.21	12,675.21
	Total Selling Expense	345,183.47	342,160.99	360,534.66
	Total Administrative & Selling Exp.	565,616.84	570,650.64	576,904.05
	Total Regular Number of Invoices Enter.	76,238	76,853	76,932
		7.42	7.43	7.50

6155 **RESPONDENT'S EXHIBIT NO. 228.**

In the matter of the agreement dated February 26, 1906, and the supplemental agreement dated January 12, 1916, between American Smelting and Refining Company and National Lead Company, covering the sale and purchase of pig lead.

Mutual Release.

This Is To Certify, that each party to the agreements above described has released, discharged and acquitted, and hereby releases, discharges and acquits, the other party of and from all obligations assumed and all liabilities incurred by the other party under and by virtue of the said agreement of February 26, 1906, and/or the said supplemental agreement of January 12, 1916, and all rights, claims and demands of whatsoever nature which either party may have against the other party under and by virtue of the said agreements.

Dated, July ....., 1922.

American Smelting and Refining Company,
by F. H. Brownell,
Vice-President.
Attest: W. E. Morriss,
Secretary.

National Lead Company,
by Edward J. Cornish,
President.
Attest: M. D. Cole,
Secretary.

6167 **RESPONDENT'S EXHIBIT NO. 237.**

National Lead Company

111 Broadway, New York, N. Y.

The following is carbon copy of telegram sent this day:

April 16, 1941.

Night Letter Sent to Branch Managers.

Mail April nineteenth cards dated twenty-sixth advancing lead in oil half cent a pound agents, dealers, painters and list. Make no announcement before cards are received by the trade.

Harold Rowe.

6168 **RESPONDENT'S EXHIBIT NO. 238.**

National Lead Company—General Office.

111 Broadway, New York, N. Y.

The following is carbon copy of telegram sent this day:

April 16, 1941.

Night Letter.

R. P. Prentys,
National Lead Company,
2240-24th Street,
San Francisco, California.

Wired branches today as follows "Mail April nineteenth cards dated twenty-sixth advancing lead in oil half cent a pound agents, dealers, painters and list. Make no announcement before cards are received by the trade."

Harold Rowe.

6169 RESPONDENT'S EXHIBIT NO. 239.

National Lead Company
111 Broadway, New York, N. Y.

The following is carbon copy of telegram sent this day:

Copy to Messrs. Rockwell, Cole, Bates, Tibbets, Vettewinkel, Martino.

Note—Following advised by letter: Messrs. McNair, Peters, Melville, Caruth, Gardiner, Irvin.

April 16, 1941.

Night Letter.

E. A. de Campi, National Lead Company, 900 West 18th Street, Chicago, Illinois.
F. K. McCarthy, National Lead Company, 659 Freeman Avenue, Cincinnati, Ohio.
Wm. V. Bartley, National Lead Company, 722 Chestnut Street, St. Louis, Missouri.

Mail April nineteenth cards dated twenty-sixth advancing lead in oil half cent a poudn agents, dealers, painters and list. Make no announcement before cards are received by the trade.

Harold Rowe.

6195 RESPONDENT'S EXHIBIT NO. 247.

Charge to the account of National Lead Company—General Office.

September 19, 1938.

Western Union Form.

Mr. R. P. Prentys,
National Lead Company,
2240-24th Street,
San Francisco, California.

Wired branches today "Mail September twenty-first cards dated twenty-sixth advancing lead in oil half cent pound agents, dealers, painters and list.

Also card dated twenty-sixth advancing distributor and suggested resale prices kegs dry white, litharge, dry red and red in oil half cent pound. Make no announcement before cards are received by trade."

Harold Rowe.

6261 **RESPONDENT'S EXHIBIT NO. 305.**

National Lead Company
111 Broadway, New York, N. Y.

The following is carbon copy of telegram sent this day:

September 19, 1938.

Day Letter.

H. G. Sidford, National Lead Company, Building.
G. A. Coleman, National-Boston Lead Co., 800 Albany Street, Boston, Mass.
W. R. Melville, National Lead Co., 116 Oak St., Buffalo, New York.
E. A. deCampi, National Lead Co., 900 West 18th Street, Chicago, Ill.
W. A. Dail, National Lead Co., 659 Freeman Ave., Cincinnati, Ohio.
J. L. Caruth, National Lead Co., 1213 West 3rd St., Cleveland, Ohio.
E. F. Beale, John T. Lewis & Bros. Co., Widener Bldg., So. Penn Sq., Philadelphia, Pa.
W. H. Taylor, National Lead & Oil Co. of Penn., 316 Fourth Ave., Pittsburgh, Pa.
J. A. Caselton, National Lead Co., 722 Chestnut Street, St. Louis, Missouri.
S. F. Reeves, Wetherill & Bros. Co., 1328 Chestnut St., Philadelphia, Pa.
Copy sent to Messrs. Carter, Rockwell, Cole, Bates, Bisbee, Tibbets.

Mail September twenty-first cards dated twenty-sixth advancing lead in oil half cent pound agents, dealers, painters and list.

Also card dated twenty-sixth advancing distributor and suggested resale prices kegs dry white, litharge, dry red and red in oil half cent pound.

Make no announcement before cards are received by trade.

Harold Rowe.

6262 National Lead Company, Chicago, Letterhead.

Sept. 19, 1938.

Mr. Harold Rowe, Vice-President,
National Lead Company,
111 Broadway,
New York, N. Y.

Dear Mr. Rowe:

We are just in receipt of your Day Letter reading as follows:

"Mail September Twenty-First cards dated Twenty-sixth advancing Lead in Oil half cent pound Agents, Dealers, Painters and List. Also card dated Twenty-Sixth advancing distributor and suggested resale prices kegs Dry White, Litharge, Dry Red and Red in Oil half cent pound. Make no announcement before cards are received by trade."

Your instructions will be carried out.

Very truly yours,
E. A. de Campi,
Manager.

6263 John T. Lewis & Bros. Company, Philadelphia,
Letterhead.

September 19, 1938
of
Lewis' 167th year

Mr. Harold Rowe, Vice-President,
National Lead Company,
111 Broadway,
New York, N, Y.

Dear Mr. Rowe:

Mr. Beale has asked that I acknowledge receipt of your wire of this afternoon notifying us of the advance in the price of white-lead and other card products ½¢ per pound all along the line, to be mailed out on the 21st and dated the 26th, with no trade announcement in the meantime.

Yours very truly,

J. W. Gardiner,
Vice-President.

JWG:CC

6264 National Lead Company, St. Louis Branch,
Letterhead.

Sept. 19, 1938.

Mr. Harold Rowe, Vice-Pres.,
National Lead Company,
111 Broadway,
New York, N. Y.

Dear Mr. Rowe:

This is to acknowledge your telegram of September 19, addressed to Mr. J. A. Caselton, advancing the price on Lead In Oil ½¢ per pound, notice of which will be mailed on September 21, the price-card will be dated September 26 according to your instructions; also card dated September 26, advancing distributor and suggested resale prices on kegs of Dry White Lead, Litharge, Dry Red Lead and Red Lead In Oil, ½¢ per pound.

No announcement will be made before cards are received by the trade.

Sincerely,

W. H. Lessmann,
Asst. Sales Manager.

WHL/EM

RESPONDENT'S EXHIBIT NO. 306.

1939

* Awarded bid.

1/ 9	U. S. Treas. Dept.	10,000 lbs.—25s Wh. L-in-O.	*J. T. Lewis	7.90	(6 mos. same)
			Mamolith	8.00	(6 mos. same)
			E-P	8.08	(6 mos.-8.33)
			S-W	8.08	1%
			Det. W. L. Wks.	8.42	1%
			H. B. Davis Co.	8.20	
			Impervious Pt.	8.90	
2/17	U. S. Navy	128,400 lbs.—50-100-bbls. (†) Dry Red	*Evans	$ 9562.50	1%-30 except (†)
			E-P	9854.50	1%-30 except (†)
			S-W	9854.50	1%-10 except (†)
			Metals Ref.	9754.50	net
			Heyward Pt.	10393.98	¼%-10
		200,000 lbs.—bbls. Dry White	*S-W	6.84	1%-10
			J. T. Lewis	6.93	net
			E-P	7.00	1%-30
			Mamolith	7.25	1%-10
2/28	U. S. Navy	10,000 lbs.—100s Litharge	*Evans	8.25	
			S-W	8.50	
			J. Lucas & Co.	8.50	
			Metals Ref.	8.75	
			Hammond	8.75	
			E-P	8.75	
3/24	U. S. Treas. Dept.	100,000 lbs.—100s Wh. L-in-O.	*J. T. Lewis	7.24	
			Mamolith	7.35	
			E-P	8.08	
			S-W	8.08	
4/ 3	Panama Canal	100,000 lbs.—100s Wh. L-in-O.	*Wetherill & Bro.	$ 7670.	
			E-P	7690.	
			Mamolith	7700.	
			S-W	8580.	

* Awarded bid.

5/18	U. S. Treas. Dept.	30,000 lbs.—50s Wh. L-in-O.	*Mamolith	7.23	
			S-W	7.75	
			Aug. Miller & Son	8.50	1%
			J. T. Lewis	8.08	
			E-P	8.08	
7/18	U. S. Navy	12,300 lbs.—100s-25s Litharge	*S-W	$ 847.05	1%-10
			S-P	905.50	1%-30
			J. T. Lewis	907.50	1%-30
			Metals Ref.	968.75	1%-10
			Hammond	971.00	net
		123,200 lbs.—100s-50s-25s-bbls. Dry Red	*S-W	$ 9151.45	1%-10
			E-P	9353.00	1%-30##
			J. T. Lewis	9356.25	1%-10##
			Metals Ref.	9472.25	1%-10
			Hammond	9467.00	net
		200,000 lbs.—bbls. Dry White	*S-W	$ 6.85	1%-10
			J. T. Lewis	7.00	1%-10
			Mamolith	7.00	1%-30
			E-P	7.00	1%-30

Except 600 lbs.—net cash.

1939

				WL-O	D.R.
10/25	Panama Canal	100,000 lbs.—100s Wh. L-in-O.	E-P.	*8.04	8.50
			Evans Lead	—	*8.39
			Mamolith	8.50	—
		50,000 lbs. Dry Red	Wetherill & Bro.	9.06	
12/12	Panama Canal	100,000 lbs.—100s Wh. L-in-O.	*J. T. Lewis	7.94	
			E-P	8.04	
			Mamolith	8.50	
			S-W	9.00	

RESPONDENT'S EXHIBIT NO. 307.

* Awarded bid.

1/ 2	U. S. Navy	44,000 lbs.—100-50-25 Dry Red	*Metals Ref.	8.75	net
			E-P	9.00	1%-30
			Evans	9.00	1%-30
			J. T. Lewis	9.00	1%-30
			S-W	9.50	1%-10
1/25	U. S. Treas. Dept.	12,000 lbs.—50s Wh. L-in-O.	*J. T. Lewis	8.47	
			S-W	8.65	
			E-P	8.82	
1/26	U. S. Navy	106,925 lbs.—100-50-25 & Dry Red bbls. (†)	*Hammond	7.75	†Prices vary
			J. T. Lewis	8.00	according to size
			E-P	8.00	package. Those
			Metals Ref.	8.00	shown are for bbls.
			S-W	8.00	at Norfolk, Va.
		400,000 lbs.—bbls. Dry White	*S-W	6.85	1%-10
			E-P	6.86	net
			J. T. Lewis	6.93	net
			Mamolith	6.94	net
1/30	U. S. Navy	10,000 lbs. Litharge	*Wetherill & Bro.	7.75	1%
			E-P	8.00	1%
			Hammond	8.00	1%
			Metals Ref.	8.50	
			S-W	8.50	1%
2/ 7	Panama Canal	100,000 lbs. Wh. L-in-O.	*J. T. Lewis	7.94	net
			S-W	8.55	1%-10
			Mamolith	8.50	net
2/12	U. S. Treas. Dept.	80,000 lbs. Wh. L-in-O.	*J. T. Lewis	7.94	
			Mamolith	8.30	
			S-W	8.25	

* Awarded bid.

				WL-O	D.R.
3/28	Panama Canal	100,000# Wh. L-in-O 50,000# Dry Red	E-P	*7.84	8.15
			Evans	—	*8.15
			J. T. Lewis	7.84	8.15
			Mamolith	8.30	—
			S-W	8.75	8.55 1%-10
			Hammond	—	8.65
			Metals Ref.	—	8.65
	Note:—Awards made by drawing lots.				
5/16	Panama Canal	200,000 lbs. Wh. L-in-O.	*Mamolith	7.74	
			J. T. Lewis	7.79	
			E-P	7.84	
			S-W	7.95	
			H. B. Davis	8.60	

				WL-O	D.R.
7/19	Panama Canal	200,000# Wh. L-in-O. 50,000# Dry Red	E-P	7.69	8.00
			Evans	—	8.00
			Hammond	—	8.50
			J. T. Lewis	7.63	8.00
			Mamolith	*7.62	—
			Metals Ref.	—	*7.95
			S-W	8.60	9.00

6268

1940

7/30	U. S. Navy	366,200 lbs.—all sizes Dry Red	*E-P	$28,645.25
			Evans	28,669.50
			Metals Ref.	28,669.50
			Hammond	29,500.50
			J. T. Lewis	28,669.50
			S-W	29,175.42
		17,200 lbs.—50s Litharge	*E-P	8.25 1%
			Evans	8.25 1%
			Metals Ref.	8.75 net
			Hammond	8.91 net
			J. T. Lewis	8.25 1%
		200,000 lbs.—bbls. Dry White	*Kraft Chem. Co. (MacGregor)	6.80 1%-20
			E-P	6.90 net
			J. T. Lewis	6.93 net
			Mamolith	6.74 net
			S-W	7.25 1%-20

* Awarded bid.

8/15	U. S. Treas. Dept.	12,500 lbs.—25s Wh. L-in-O.	*S-W	8.00	1%-20
			Thomkins Pt. Co.	8.74	3%-20
			Mamolith	8.75	net
			J. T. Lewis	7.94	net
			E-P	9.06	net
9/ 9	Panama Canal	400,000 lbs.—100s Wh. L-in-O.	J. T. Lewis	7.98	1%-20
			E-P	7.47	net
			*Mamolith	7.47	net
			S-W	7.42	net
		20,000 lbs. Dry Red	*S-W	8.15	1%-20
			J. T. Lewis	8.25	1%-30
			E-P	8.25	net
			Evans	8.25	1%-30
			Hammond	8.75	1%-20
10/ 4	U. S. Treas. Dept.	200,000 lbs.—100s Wh. L-in-O.	*J. T. Lewis	6.89	
			E-P	7.39	
			S-W	7.74	
			Mamolith	8.00	
10/14	U. S. Treas. Dept.	45,000 lbs.—50s Wh. L-in-O.	*J. T. Lewis	7.49	
			Mamolith	8.00	
			E-P	8.25	
			S-W	8.30	

			WL-O		D.R.
11/10	Panama Canal	200,000 lbs. Wh. L-in-O. 60,000 lbs. Dry Red	J. T. Lewis	*7.47	—
			E-P	7.68	8.50
			Mamolith	8.50	—
			S-W	8.45 1%-20	9.00
			Evans	—	*8.45
			Metals Ref.	—	8.75
			Hammond	—	10.00

RESPONDENT'S EXHIBIT NO. 308.

* Awarded bid.

1941				
1/ 3	U. S. Navy	40,500 lbs.—100s Litharge	*J. T. Lewis	8.50 1%-30
			E-P	8.50 1%-30
			Metals Ref.	8.68 net
1/ 9	U. S. Navy	261,800 lbs.—100s Dry Red	*Evans	8.40 net
			E-P	8.50 net
			Metals Ref.	8.50 net
			S-W	9.50 1%-20
			Hammond	10.00 net
		400,000 lbs.—bbls. Dry White	*Mamolith	7.38 net
			J. T. Lewis	7.42 net
			E-P	7.50 1%-30
			S-W	7.50 1%-30
1/17	U. S. Treas. Dept.	45,000 lbs.—50s Wh. L-in-O.	*J. T. Lewis	7.34
			Mamolith	7.42
			E-P	7.48
2/17	U. S. Treas. Dept.	15,000 lbs.—25s Wh. L-in-O.	*J. T. Lewis	7.54
			E-P	7.89
			Mamolith	8.56
			S-W	8.57
			Int. Sm. & Ref.	8.62
2/18	Panama Canal	100,000 lbs.—100s Dry Red	*Metals Ref.	8.55
			J. T. Lewis	8.65
			E-P	9.00
3/ 4	U. S. Navy	19,000 lbs.—50s Dry Red	*Jaegle Pt. & Var.	8.75 net
			Metals Ref.	9.16 net
			J. T. Lewis	9.25 1%-30
			Evans	9.25 1%-30
			E-P	9.25 1%-30

* Awarded bid.

3/28	U. S. Navy	200,000 lbs.—100s Wh. L-in-O.	*Mamolith	7.28	
			Int. Sm. & Ref.	7.49	
			J. T. Lewis	7.59	
			S-W	7.74	
			E-P	8.75	
4/ 1	U. S. Navy	300,000 lbs.—bbls. Dry White	*E-P	7.20	
			J. R. MacGregor	7.35	
			J. T. Lewis	7.42	
			Mamolith	7.42	
	Panama Canal	100,000 lbs.—100s Dry Red	*E-P	8.85	(Won on draw.)
			J. T. Lewis	8.85	
			Evans	8.85	
			Metals Ref.	9.05	
			Hammond	9.35	
6270					
5/22	U. S. Navy	348,900 lbs.—100s Dry Red	*J. T. Lewis	9.70	1%-30
			S-W	10.25	1%-20
			Metals Ref.	10.00	net
			Hammond	10.25	net
			E-P	9.75	1%-30
		500,000 lbs.—bbls. Dry White	*J. R. MacGregor	7.38	
			J. T. Lewis	7.39	
			Mamolith	7.42	
			E-P	7.42	
			S-W	7.50	
5/29	U. S. Navy	52,400 lbs.—100s-50s-25s Litharge	*Metals Ref.	$ 4093.60	net
			J. T. Lewis	4146.00	###
			E-P	4146.00	###
			S-W	4603.00	1%

###100s — net 30
50s)
25s)—1%-30

* Awarded bid.

6/ 3	U. S. Treas. Dept.	60,000 lbs.—50s Wh. L-in-O.	*E-P	8.55
			Int. Sm. & Ref.	8.7307
			J. T. Lewis	8.84
			The White Co.	9.25 1%-20
			S-W	9.25
			Mamolith	9.30
6/11	U. S. Treas. Dept.	15,000 lbs.—25s Wh. L-in-O.	*E-P	8.75
			J. Lucas & Co.	8.91 1%-10
			Heyward Pt.	9.15 ½%-20
			J. T. Lewis	9.19 net
			The White Co.	9.35 1%-20
			S-W	9.31 net
			Mamolith	9.32 net
			Int. Sm. & Ref.	9.48 net
7/ 9	Panama Canal	50,000 lbs.—100s Dry Red	*J. T. Lewis	8.80
			Metals Ref.	9.10
7/18	U. S. Treas. Dept.	200,000 lbs.—100s Wh. L-in-O.	*J. T. Lewis	8.47
			Mamolith	8.80
			E-P	8.79
			Int. Sm. & Ref.	9.49
8/ 4	U. S. Treas. Dept.	35,000 lbs.—50s Wh. L-in-O.	*J. T. Lewis	8.99
			E-P	9.06
			Mamolith	9.06
			S-W	9.07
			Int. Sm. & Ref.	9.23
8/27	Panama Canal	50,000 lbs.—100s Dry Red	*Metals Ref.	8.85
			J. T. Lewis	8.90
			E-P	9.40
		500 lbs.—bbls. Dry White	*Mamolith	8.25
			J. T. Lewis	9.17
			E-P	9.80

* Awarded bid.

8/28	U. S. Treas. Dept.	30,000 lbs.—25s Wh. L-in-O.	*Mamolith	9.04	
			J. T. Lewis	9.30	
8/29	Panama Canal	25,000 lbs.—100s Wh. L-in-O.	*J. T. Lewis	9.06	
			Mamolith	9.18	
			E-P	9.80	
		5,000 lbs.—bbls. Dry White	*J. T. Lewis	9.17	
			Mamolith	9.57	
			E-P	9.55	
9/23	U. S. Treas. Dept.	440,000 lbs.—100s Wh. L-in-O.	*Mamolith	8.57	
			J. T. Lewis	8.82	
			E-P	9.80	
10/24	U. S. Navy	1,000,000 lbs.—bbls. Dry White	J. R. MacGregor	7.50	2%-10
			J. T. Lewis #	7.40	
			E-P	7.50	1%-30
			Mamolith %	7.35	
			S-W	7.50	

Awarded 800,000 lbs.
% Awarded 200,000 lbs.

Note: Mamolith & S-W both restricted their quantity to 200,000 lbs. Navy would not accept MacGregor quotation because it was based on $5.85 pig lead with adjustment in case of an advance.

		200,000 lbs.—100s Dry Red	*Evans	8.30	
			E-P	8.35	
			Hammond	8.35	
			Metals Ref.	9.10	
			S-W	Could not quite.	
10/31	U. S. Navy	58,250 lbs.—50s Litharge	*Metals Ref.	8.95	net
			J. T. Lewis	9.00	1%-30
			E-P	9.00	1%-30
12/ 9	Panama Canal	500,000 lbs.—100s Wh. L-in-O.	*J. T. Lewis	$47,000.	
			E-P	47,500.	